MARINE INSURANCE—LECTURE No. 2 - - - - - - p. 531.
MERCHANT SHIPPING ACT, 1894 : LOAD-LINE SUBMERGED—p. 535.

The Solicitors' Journal and Weekly Reporter.

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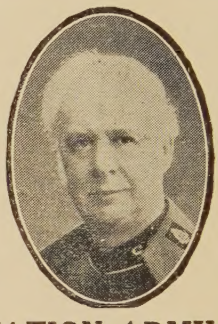
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*** Notices to Subscribers and Contributors will be found on page iv.

VOL. LXXI. Saturday, July 2, 1927. No. 27

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Current Topics.

The Law Society's Report.

THE ANNUAL Report of The Law Society (extracts from which will be found on p. 544, *infra*) shows that there has been abundant matter to engage the attention of the Council during the past year and that a considerable volume of valuable work has been accomplished. We have already expressed our views (71 SOL. J., p. 508) on the suggested adoption in England and Wales of the Scottish procedure by way of arrest of a debtor's property in civil proceedings, and also upon the suggested changes in procedure where the Crown is a litigant (71 SOL. J., p. 358). There are, however, numerous other matters in the Report of special interest to the profession and upon these we hope to comment in a future issue. We think, however, that it is most gratifying to find that the membership of the Society now stands at the highest in its history, and that there is an increasing tendency on the part of the young practitioner to take up membership soon after admission.

Committing Magistrate as a Witness at the Trial; Bad Reasons for Committal.

THE CASE of *R.* v. *Beecroft*, concluded at the Central Criminal Court on the 23rd June, had, incidentally, an interesting feature. The chairman of the committing bench was called and gave evidence as a witness for the defence. He was called, apparently in his capacity as a medical man, to say that as a practising doctor he considered the acts of the servant girl, alleged to have been cruelly used by her mistress and master, were consistent with a case of mental deficiency. The Recorder, however, asked a question as to the conduct of the case by the justices: "You did not hear the defence before committing the defendants for trial?" The witness replied: "No, we thought in the interests of justice generally, and because of local feeling, it was better for the case to go for trial." "The interests of justice generally" is here a phrase so vague as to be almost meaningless; "local feeling" is a quite insufficient reason for committal for trial. The statute, Indictable Offences Act, 1848, s. 25, directs the justices to consider whether there is or is not evidence sufficient to put the accused upon his trial, and the Criminal Justice Act, 1925, s. 12 (8), tells them to take into consideration the evidence for the defence, if tendered. The chairman of the committing bench, on his own showing, considered that "it was unsafe to accept the girl's word in any way," or, as the Recorder put it, "she was, on her own admission, a liar," and her story was not corroborated. The committal seems to be an instance of the unfortunate practice, too common, alas! of judicial tribunals acting on extra-legal considerations. They are not usually so frankly avowed. Apropos of a justice giving evidence, it is interesting to recall that in the old days, when the justice was at once a kind of police officer and also a judicial person (frequently also a general busybody), he was often present at the trial as a witness for the prosecution, and even on some occasions as an irregular public prosecutor. One of the latest instances was in the trial of ABRAHAM THORNTON (1817), where a Mr. BEDFORD, a county justice, visited the scene of the crime in a detective capacity, took a deposition from the prisoner, and produced it in evidence at the trial. The only caution he gave the accused was the expression of a pious hope that he would be able to exculpate himself. Times have changed, and men have changed with them.

Want of Due Diligence and Unseaworthiness.

AN IMPORTANT judgment was recently delivered by WRIGHT, J., in *Angliss & Co. (Australia) Proprietary Ltd.* v. *P. & O. Steam Navigation Co. Ltd.*, *Times*, 26th June, a case which raised the question of what constitutes want of due diligence on the part of a shipowner in order to make him liable for unseaworthiness.

The material facts were shortly as follows: A cargo consisting of 10,000 carcases of lamb had been shipped from Australia in the defendants' vessel, for carriage to London. On arrival in London, the cargo was found to have been tainted with oil. The damage, it appeared, had been caused during the voyage through a number of rivets in a bulkhead between an oil bunker and the hold in which the carcases were stowed becoming loose, through heavy weather

encountered during the voyage, with the result that the oil leaked through and tainted the meat.

In the course of the trial the defendants abandoned the point that the damage was due to the heavy weather encountered, and the sole issue was whether the damage had been caused by inefficient design or bad workmanship.

From the evidence it appeared that the design was such as was usually adopted at the time that the vessel was built, although that design had to a large extent become obsolete, since experience had shown that it was not satisfactory. Mr. Justice WRIGHT considered that the defendants were not to be held liable on this account, and he applied the principle laid down by Lord SUMNER in *Bradley* v. *Federal Shipping Co.*, 27 Lloyds L., p. 396, that the warranty of seaworthiness was not absolute and had to be judged by the state of knowledge prevailing at the time.

On the question of workmanship, although the learned judge held that the workmanship of the vessel was bad (since the rivetting was defective), and that it did contribute to the damage, he nevertheless considered that no blame or negligence was to be imputed to the defendants' inspectors in not discovering the existence of these defects.

In these circumstances the question of law was raised whether the defendants were to be held liable for want of due diligence on account of the negligence of the workmen employed by the builders in building the vessel. Mr. Justice WRIGHT held as a matter of law that the owners of the vessel could not be held liable for the default of the shipbuilders or their workmen, and he considered the law to be that an owner who had a vessel built could not be held liable for bad workmanship, where he employed builders of repute and engaged skilled naval architects and surveyors, unless it could be shown that his inspectors had negligently overlooked bad workmanship, or that the owner had ordered some special kind of construction involving special risks.

The learned judge accordingly held that there had not been any want of due diligence on the part of the owners either as to the construction or as to the workmanship of the vessel, and that therefore they were not liable.

Lock-Outs.

THE ARTICLE on the Trade Disputes Bill in THE SOLICITORS' JOURNAL in its issue of the 4th ult., referred to the definition in cl. 8 of the expression "strike," and observed: "Having regard to the alterations which have been made in cl. 1, it is presumed that the far more difficult task of defining a 'lock-out,' for the purposes of the Bill, will also be attempted." This attempt has now been made, but whether it can be regarded as very successful seems open to question. The definition is as follows:—

> "The expression 'lock-out'" (as used in the Bill) "means the closing of a place of employment *or* the suspension of work, *or* the refusal by an employer to continue to employ any number of persons employed by him in consequence of a dispute, done with a view to compelling those persons or to aid another employer in compelling persons employed by him, to accept terms or conditions of or affecting employment."

The construction of this clause is difficult. It appears to name several alternatives, any one of which, if "done with a view to compelling," etc., is to constitute a lock-out. Taking the first of these alternatives, "the closing of a place of employment"; to complete the sentence it is necessary to go on to the words, "done with a view to compelling those persons," which makes it hardly intelligible. Further, the words "or to aid another employer in compelling persons," etc., appear to be unnecessary, and to overlap the provisions in cl. 1.

To appreciate the essential provisions of the Bill relating to lock-outs, it is necessary to read the relevant portions of clauses 1 and 8 together. The definition of lock-out (quoted above) should be read first, and then followed by this paragraph of cl. 1:—

> "It is hereby declared that any lock-out is illegal if it has any object other than or in addition to the furtherance of a trade dispute within the trade or industry in which the employers locking-out are engaged, *and* is a lock-out designed or calculated to coerce the Government either directly or by inflicting hardship upon the community,"

and it is made illegal to commence or continue any such lock-out.

These provisions are rendered more obscure by the paragraph which follows, which deals with the question when a dispute is to be deemed to be within a trade or industry.

From what is stated above it will be seen that for a lock-out to be illegal under the Bill, the closing down or the like (1) must be "with a view to compelling . . . or to aid another employer in compelling persons employed by him, to accept terms," etc (cl. 8); *and* (2) it must have "an object other than or in addition to the furtherance of a trade dispute within the trade or industry," etc (cl. 1); *and* (3) it must be "designed or calculated to coerce the Government," etc. (cl. 1).

Bank Cashing Cheque after Closing Hour.

IN ONE OF his early volumes, Mr. JEROME K. JEROME, whose recent death makes a conspicuous gap in the ranks of English humorists, put into the mouth of one of his characters an indictment against banks in general. "What is the good of banks?" he asks indignantly, "they take your money, and when you draw a cheque they send it back scribbled all over with 'No effects!'" Banks will certainly do this if the fact be that the drawer has no funds wherewith to meet the cheque he has given. But the complaint of the plaintiff in the recent case of *Baines* v. *National Provincial Bank*, 32 Com. Cas. 216, was of a different order; it was that the bank had been over-zealous in honouring a cheque which he had drawn in favour of another person. The circumstances were peculiar, but the decision of the Lord Chief Justice is important as a further elucidation of the legal relationship between a bank and its customer. The plaintiff had an account with the defendants' Harrogate branch upon which he drew a cheque for £200 in favour of a Mr. WOOD, handing over the cheque to the drawee shortly before 3 o'clock in the afternoon, that hour being the normal closing time for the branch. Almost immediately after giving the cheque, the plaintiff apparently thought better of it, and determined to countermand payment next morning when the bank opened. It appeared, however, that Mr. WOOD lost no time in taking the cheque to the bank, and in fact he arrived there about 3.5, when, finding the staff still on duty, he obtained the cash. On discovering that the cheque had been duly honoured and not being pleased thereat, the plaintiff sued the defendants alleging that in honouring the cheque after closing time they had committed a breach of duty to him as bankers. Whether this was a sound contention was the question which the Lord Chief Justice had to determine and, as might be expected, he had no difficulty in resolving it in favour of the defendants. "What is contended on behalf of the defendants," he said, "is that they are entitled within a reasonable business margin of their advertised time for closing to deal with a cheque, not, of course, in the sense of dishonouring it, but in the sense of doing that which the cheque asks them to do, namely, to pay it. In my opinion their contention is right, and the plaintiff's case fails entirely," a conclusion, we venture to think, which is good sense as well as good law.

SPECIAL ISSUE OF THE 25TH JUNE, 1927.

The Publishers much regret that in consequence of the unprecedented demand for space in the Special Number of last week, several advertisements were unavoidably crowded out of that issue.

Insurance against War Risks at Sea.

LECTURE No. 2.

By The Hon. Mr. Justice WRIGHT, M.A.

There was again a good attendance at the second lecture given by Mr. Justice Wright, at the London School of Economics, on Thursday, the 2nd ult.

The Chairman of Lloyd's (Mr. P. G. Mackinnon) presided.

Mr. Justice Wright said: In my previous lecture I had occasion to refer to several cases or illustrations of the principle of what is called proximate cause in which perils of war and capture were involved. In this lecture I shall deal more fully with such cases and others of a similar character, in particular some of the most important arising out of the Great War.

The Lloyd's policy scheduled to the Act contains among the perils enumerated these—men of war, enemies, pirates, letters of mart and countermart, surprisals, takings at sea, arrests, restraint and detainments of all kings, princes and people of what nation, condition and quality whatsoever. Pirates do not fall within the category of causes now being discussed. The rules for the construction of the policy scheduled to the Act merely state that—(10) The term "arrests, etc., of kings, princes and people" refers to political or executive acts, and does not include a loss caused by riot or by ordinary judicial process. Rule 12 adds that the term "all other perils" includes only perils similar in kind to the perils specifically mentioned in the policy.

These risks, which are called *war risks*, are, in theory if not always in practice, capable of simple distinction from losses due to the other perils covered by the policy, which latter are generally called "sea perils." This distinction has led to a certain apportionment of the risk between the two sets of policies which are taken out, one set to cover the sea perils and the other to cover the war risks. Hence the distinction between the marine underwriters (who take the sea or general risks) and the war-risk underwriters who take the war risks. In form this result is somewhat clumsily achieved by having a general policy with the general perils clause, and then adding to it a special exemption clause, commonly called the F. C. & S. clause (Free of Capture and Seizure clause), in the following terms: "Warranted free of capture, seizure, arrest, restraint or detainment and the consequences thereof, or of any attempt thereat, piracy excepted, and also from all consequences of hostilities or war-like operations, whether before or after declaration of war." It is perhaps unfortunate, though not strange to persons familiar with the peculiarities in form of these common commercial documents, that the excepting clause differs so widely in language from the words in the policy which define the risks intended to be excluded. It is, however, quite clear, and indeed inevitable, that it excludes no more than what but for the exclusion would have been within the policy. As a matter of words, seizure is wider than capture, and includes any seizure, whether by state authority or by individuals, whether by armed force or by civil executive (not judicial) process, e.g., for smuggling. "Hostilities" means acts of warfare, whereas "warlike operations" may be no part of actual warfare, so long as they are similar to such as would be done in the course of military operations. For instance, if a neutral vessel came by accident within the range of hostile warships firing at each other, and was damaged, this would be a loss by hostilities; on the other hand, in the event of a private individual doing an act of war, this would be a loss by warlike operations (see *Atlantic Mutual Insurance* v. *King*.[1] Further, warlike operations may take place before any war has actually commenced.

The word "*consequences*" is unfortunate, as it may seem to bring within the purview of the policy causes not proximately or immediately material to the loss; that is not so—the clause is a clause of exclusion, and just as in the body of the policy only proximate and direct causes would be covered, so also by the warranty only the same direct and proximate causes are excluded. As was said by Erle, C.J., in *Ionides* v. *Universal Marine Insurance Co.*,[2] the words of the warranty must be construed as they would be if they occurred in a reinsurance of risks covered by the original policy. The same principle applies to the correlative policy which covers the war risks, which is expressed to cover the risks excluded by the F. C. & S. clause. This principle of construction, now so well established, was clearly laid down in the case of *Ionides*, just referred to, where a ship ran ashore in the South American Civil War near where a lighthouse had been extinguished owing to the war. It was held that though the extinguishment of the light was due to the hostilities, the loss was a remote consequence of hostilities: it was a loss by stranding or perils of the seas, the result of the ship being out of her reckoning, though the error might perhaps have been corrected if the light had been burning; it was not in insurance law the cause of the loss, but merely the absence of something by which if not absent the loss might have been avoided. The principle of the *causa proxima* must always be remembered, as will appear in the cases I cite below, in dealing with the F. C. & S. clause, just as in dealing with the policy words "capture, seizure, etc."

It seems to follow from this that it is incorrect to treat the war-risk policy as a policy which provides for an indemnity otherwise than in accordance with the *causa proxima* rule (see s. 55 of the Act), the view put forward, I venture to think erroneously, by the distinguished late author of the article in the "Law Quarterly Review," Vol. XL, p. 426, to which I have already referred in the previous lecture. It is true that there are some war perils which as it were pray in aid the concurrence of a peril of the sea, as for instance, when a torpedoed vessel sinks; her sinking is a peril of the sea, her being hit by the torpedo is a war risk. The true view seems to be that both are concurrent perils, operating each to cause the loss, the torpedo commences to operate first in time, but remains effective up to the end, when the ship sinks. Thus, an assured might recover for such a loss equally on a policy against war risks simply, or on a policy against marine risks; but, if the policy against marine risks contained the F. C. & S. clause, he must fail, not because there was not a loss by sea perils, but because the policy excludes even a loss by sea perils involved with and accompanied by a war peril. Of the concurrent causes, one being excluded, the policy does not cover such a loss. The principle was clearly laid down by the House of Lords in *Leyland Steamship Co.* v. *Norwich Union Insurance Co.*,[3] where the sole question was whether the torpedoed ship was exposed to such maritime vicissitudes between being hit and finally sinking as to constitute a new departure and a breach in causation; the House of Lords treating the principle as clear, and the inquiry as one on the facts, held that there was no new departure and breach in the causation. The war risk was operating continuously to the end, it caused the loss and the policy did not cover the loss.

There is an apparently analogous but different case where the two causes do not operate concurrently, but one cause operating later does not take effect till the thing insured has already been lost to the assured by the earlier. Thus, in the case of *Andersen* v. *Marten*,[4] a neutral (English) ship, carrying contraband to Vladivostock, was captured by the Japanese during the Russo-Japanese war, and while being navigated by the Japanese prize crew to a Japanese port for adjudication (which would have resulted in condemnation, as she was clearly carrying contraband) ran ashore and became a total wreck. It was held by the House of Lords that she was lost by capture, not sea perils; the owners had no chance of getting her back, the capture was fatal to them; the sea

(1) [1919] K.B. 307

(2) 14 C.B. N.S. 259. (3) [1918] A.C. 350. (4) [1908] A.C. 334.

peril merely caused her to be lost to her captors. On analogous principles, in *Butler* v. *Wildman* (5) where a ship being pursued by the enemy, and escape being no longer possible, the master threw the bullion he was carrying overboard, it was held to be a loss by capture, since the dominion of the captors was complete, even though they had not reduced the bullion into possession; when the sea swallowed up the bullion, it was the captors who lost it, not the ship-master to whom it was already lost. An exactly converse case is illustrated by *Ionides*, referred to above. The interest involved was that of the cargo; after the ship stranded, troops took possession, and hence captured it; but they could not salve it, nor could the crew have done so if they had continued in possession. The loss by sea perils was complete and the capture (except as to some small portion) was immaterial. These cases of a concurrent succession or complication of causes are not to be confused with the cases I shall shortly discuss, where the question is whether the events causing the loss are properly to be construed as sea perils or as war risks.

But before dealing with these, I desire to refer to a class of case frequently illustrated during the Great War, where a ship was missing, that is to say, sailed and was never again heard of, and the controversy arose whether she was lost in a storm or by collision, or by some ordinary marine risks, or whether she was destroyed by submarines or mines (or, less commonly, by German raiders), that is, by war risks. In normal times, the presumption is that a ship which sails and disappears from human ken for ever, is lost by sea perils, because, indeed, in such times it is very difficult to imagine any other loss; pirates, e.g., and barratry are very remote contingencies. But in the days of the German submarine campaign, especially in view of their policy of sinking without a trace being left of ship or crew, common-sense would say that the probabilities or presumptions were all the other way. Indeed, with the rarest exceptions, it was held in fact, in the cases of missing ships, that loss by enemy action should be inferred. There being no direct evidence of the loss, circumstantial evidence was laid before the court. Evidence was produced, on the one hand, of weather conditions operating on the vessel's course during the time she would have been navigating; the course and speed of a modern steamship can be pretty accurately conjectured on any voyage, and the Meteorological Office can produce weather reports of the weather on the material parts of the ocean at the material times. On the other hand, the Admiralty could furnish reports of the probable movements of enemy submarines, such as to throw light on whether the missing ship was likely to have fallen a prey to them, or to mines and raiders. Sometimes important clues were afforded by pieces of wreckage, with the assistance given by considering winds and currents, so that by inference the wreck could be located at a time and place infested by submarines or near minefields. The case of a missing sailing ship was more difficult, and in *Munro Brice* v. *War Risks Association*,(6) Bailhache, J., decided that a large iron sailing ship bound with troops from the Gulf ports to this country, must be deemed to be lost by sea perils. He held on the evidence of submarine activity that, if she could be considered as having got to the Irish Coast, she was probably lost by submarines, but, having regard to the greater length and uncertainty of a vessel's voyage when depending on the winds, he ought not so to infer, and hence he thought the presumption ought to prevail that she was lost by sea perils. This reasoning may seem somewhat artificial, and when the case of the same ship, in respect of other interests, came again before the courts in another action, the Court of Appeal took a different view, and held that the fair inference on all the evidence and probabilities was that the vessel reached the neighbourhood of the Irish coast, and was there, like many other sailing ships whose crews happily survived, destroyed by a submarine.(7) It may be considered that here common sense prevailed over a somewhat artificial view. Such cases, however, do not involve any definition of war risks as contrasted with marine risks, but merely involve questions of evidence.

I may now mention three cases which did involve the definition of what was a war risk as contrasted with a sea peril.

A ship, sailing on the Baltic during the Great War, struck a drifting mine which, as the court held, had floated from its moorings, where it had been placed by the Russians to guard the entrance of the Gulf of Finland against German attack. As it had floated away it had ceased to fulfil its proper purpose, but it was in origin and in essence a warlike instrument and the loss was therefore excluded by the F.C. & S. clause.(8)

On the other hand, where a ship had been sunk by a submarine, and before a buoy could be placed, a vessel struck the wreck, the case was held to be that of a loss by sea perils. The hostilities had exhausted themselves on the sunken vessel which had become simply a danger to navigation (*Fenwick* v. *North of England Association*, [1917] 2 K.B. 522).

The third and somewhat curious case (*Henry* v. *Marten*, 34 T.L.R. 504) is that of a steamship whose master saw something awash in the sea ahead: submarines were then rife and merchant captains were encouraged by offers of rewards to try to ram them. The captain steered full speed into the object, which, however, as it was ascertained, was not a submarine at all, but floating wreckage. The ship's bows were stove in and she sank. Although the captain's zeal was misplaced and he was tilting at a windmill, it was still held that what he did—his attempt to ram an enemy—was a war-like operation, as indeed might seem to follow from the plain meaning of the words.

Another instance of private action being held to constitute a case of hostilities or war-like operations is afforded by the case of *The Atlantic Shipping Co.* v. *King*, [1919] 1 K.B. 307. It was well known that the German Government during the war sought, by means of agents or sympathisers in neutral countries, to sink or damage British ships by placing bombs or infernal machines in the cargo. A steamer sailing for a South American port experienced shortly after starting a violent explosion clearly due to some infernal machine which would have sunk her but for the fact that the hold was full of hides. In an action against the war-risk underwriters there was no evidence directly proving that the man to whom the machine was traced was an accredited or commissioned agent of the German Government, but he was a German subject and notoriously a sympathiser, and it was held that his action, which was at least in sympathy with the belligerent policy of his nation, was a war-like operation.

During the great war a series of disputes arose between the marine underwriters and the war-risk underwriters (as the Government which by requisitioning ships had assumed the same liabilities as war-risk underwriters), the question being who was liable for collisions at sea. A ship sunk or damaged by collision is undoubtedly sunk or damaged by a sea risk, but the sinking might also in certain events be caused by hostilities, so that the marine underwriters would escape liability by the operation of the F. C. & S. clause. During the greater part of the war, because of the German submarines, British merchant ships were ordered to navigate at night without navigation lights, or, indeed, any lights showing, just as people on shore were ordered to show no light in their houses because of Zeppelin attacks from the air. The first question which arose was the simple case of two merchant vessels which were each carrying ordinary cargo and going from one port to another on a commercial voyage, colliding at night

(5) 3 B. & Ald. 398 (explaine [1918 A.C. at 116).
(6) [1918] 2 K.B. 76.

(7) *Munro Brice* v. *Marten* [1920] 3 K.B. 94.
(8) *Stoomvaart Maatschappij "Sophie H."* v. *Merchants Marine Ins. Co.*, 89 L.J. K.B. 834.

without any negligence, but because owing to want of navigation lights they could not see each other in time. The case was taken to the House of Lords, and each court in turn held that the loss was a marine casualty and the war-risk underwriters were not liable (*Britain S.S. Co.* v. *The King*, [1919] 1 K.B. 575; [1919] 2 K.B. 670; [1921] 1 A.C. 99). It was held that, though the navigation took place under such war conditions as to increase the danger, it was peaceful and commercial in character, and quite outside the F.C. & S. clause. So far from the intent of the ships or their crews being hostile, their object was to avoid hostilities. The contrary argument that the direct cause of the loss, viz., the absence of the safeguard of lights, was due to the threat of being torpedoed, found no favour, and indeed, in principle, the case was not different from the absence of the light on the lighthouse in *Ionides Case*.

The next case (*British India S.S. Co.* v. *Green*, [1919] 1 K.B. 632; [1919] 2 K.B. 670; [1921] 1 A.C. 99) was a little more complicated. A steamer sailing down the Mediterranean in convoy was taken, under the orders of the commander of the convoying warships, on an unfamiliar course, and the whole convoy having got somewhat off their course, the ship in question ran on a rock and became a total wreck, quite apart from the fact that she was torpedoed while on the rock. That latter fact made no difference, because in any case she could not have been salved. The judge who tried the case and two of the Law Lords inthe House of Lords held that the navigation in convoy, under the orders of the warship that convoyed, constituted a war-like operation, warships and merchant ships being one composite whole. The Court of Appeal and the majority of the House of Lords held that the merchant ships still remained peaceful carriers of merchandise, and were as distinguishable from the convoying warships as the sheep were from the shepherd. Warships, it was said, in war time were almost always engaged on war-like operations, but not merchantmen as such, however much their peaceful activities were affected or the danger of navigation increased by the exigencies of war time.

Next came the case (*Ard Coasters* v. *The King*, [1921] 2 A.C. 141) of a warship which ran into and sank a merchantman. A destroyer on patrol duty, running up and down at night without lights at full speed patrolling the coast off Dover, ran into and sank a merchantman, also sailing without lights. It was held that the operation of the destroyer on patrol duty constituted a warlike operation, and hence the loss of the merchant ship was due to a war-like operation, and fell on the war risk. It might seem that the essential facts, viz., the collision of two vessels navigating at night without lights, remained the same, even though one of the vessels was a warship. Perhaps there was a feeling that any such collision, whatever the character of the vessels, was a war-like operation, viz., method of defence against the ever-present danger of enemy submarine attack. But that broader view was, as I have shown, in terms negatived.

Then came the case (*Liverpool & London War Risk Association* v. *Underwriters of S.S. Richard de Larrinagan*, [1921] 2 A.C. 141) where a British cruiser sailing across the Atlantic to pick up a convoy at Boston ran into and sank a merchantman, it being night, and both being without lights. Here, again, it was held that the warship was engaged on the war-like operation, because she was proceeding to her station, even if not at the moment actively performing any belligerent duty, and it was held that, there again, there was a war-risk loss.

In the next case of ships sailing without lights (*Commonwealth Shipping Representative* v. *P. & O. Branch Service*, [1923] A.C. 191), the colliding vessels were both merchantmen, but one was carrying military stores for the evacuation of Gallipoli to Alexandria for use by the military forces operating from there, as it was said, from one war base to another. It was held that this latter feature made the voyage of that vessel a military operation, like the case of a transport filled with troops. The distinction between that case and the first case of the simple merchantman became even more tenuous.

The only other case (*A.-G.* v. *Adelaide S.S. Co.*, [1923] A.C. 292) of this type which I shall mention is that of a hospital ship, which, by negligent navigation, ran into a merchantman, both, as in the other cases, navigating without lights. It was held that the voyage of the hospital ship was a war-like operation—she was a sort of transport in war time, and the result was unaffected by her negligence to which, indeed, the collision was attributable. A war-like operation was still a war-like operation even if negligently conducted. It was, however, indicated that if the merchantman had been guilty of negligent navigation so that she ran into the warship, the loss of the merchant ship would not be due to a war-like operation.

There is only one other branch of authority relating to war risks that I desire to deal with. That relates to the distinction drawn between losses due to capture on the one hand and those due to fear of capture and avoiding the risk of capture on the other. The distinction in some of its applications seems rather artificial.

It has been held that if a capturing force is actually present and capable of operating on the insured interest, there may be a loss by that peril, even if the force is never in fact exercised. As an instance of the latter rule, *Miller* v. *Law Accident Company* ([1903] 1 K.B. 712) is often cited. That was an insurance on cattle to the Argentine, but when the ship with the cattle arrived at Buenos Aires a decree was in force forbidding the importation of foreign cattle. There was no alternative but to take the ship out of the port, slaughter the cattle, and throw them overboard. No force was exerted, but if any attempt had been made to land the cattle it would have been stopped by any force which the authorities held necessary, and the force was present. It was held to be a case of arrest or detention. Similarly, in *Rodocanachi* v. *Elliott* (L.R. 9 C.P. 518) a consignment of silk on its way from China was being carried overland from Paris to Calais. The trucks containing it had reached Paris when (in the Franco-Prussian war) Paris was shut in and beleaguered by the Prussian forces; that was held to be a loss by war risks. Egress was barred by the besieging troops, and it was not necessary to run the trucks out of Paris till actually stopped by Prussian troops. On the other hand, if the restraining force is not so situated as to be in fact, as found by the court, exerting an actual and present restraint, a loss is not constituted merely because the captain or others in charge of the adventure abandon its further prosecution because they are certain that if they go on they will be stopped. It is said that loss by fear of arrest and capture is not loss by actual capture or arrest. It is sometimes said that there is no telling that if the adventure had been prosecuted a loss might not have accrued through some other peril; for instance, the ship might sink or be burnt before reaching the blockaded port. But it seems that the true reason is that the actual event covered by the insurance, viz., the present operation of capture or arrest or detainment had not taken place. The relevant words mean the same in contracts of affreightment, but in the latter a shipowner cannot be held liable in damages for not carrying goods to their destination if he can satisfy the court that he had certain and correct intelligence that the port of destination was closed by hostile forces. The question there is whether there has been breach of contract and resulting damage (which in fact there was not, because the voyage by excepted perils was incapable of completion). In marine insurance the question is different: it is whether the insured event, viz., the actual and direct operation of capture, detention and the like, had occurred. Hence the difference in results under the two contracts.

To take an old illustration: in *Hadkinson* v. *Robinson* (3 B. & P. 388) a voyage was abandoned on intelligence that the

port was blockaded, as in fact it was. No doubt it was prudent not to go on, but the blockading force was a long way off, there was no direct or present capture or detainment, and the insured event never occurred. In *Becker Gray & Co.* v. *London Assurance* ([1918] A.C. 101), there is a very full and recent decision on the rule. The insurance was on goods bound on a German ship to Hamburg, but British owned. War broke out when the German ship was in the Mediterranean on her voyage. If she had gone on she would almost, if not quite certainly, have been captured by British or French cruisers; if the goods had reached Hamburg they would have been liable to seizure as enemy goods. In fact the ship put into Messina, and remained there free from capture—at least then and till Italy came into the war. It was held on the principles above explained that there was no loss recoverable under the war risks.

There is, however, a very important decision of the House of Lords which may seem, at least at first sight, somewhat inconsistent with these decisions. I believe at the time it caused some surprise in insurance circles. I refer to *Sanday* v. *British and Foreign Insurance Co.* ([1916] 1 A.C. 650). That was the case of British goods laden on British ships, but bound for Hamburg. They had reached the Channel when war was declared by this country, and the captains were informed by cruisers. They put into port in the Channel and abandoned the voyage, afterwards discharging the goods in British ports. There was no actual restraint or fear of capture because, as soon as they knew, the captains never intended or attempted to proceed to Hamburg, as they would have been captured if they had entered that port, even if not stopped on the way by British or French cruisers. Still, they abandoned the voyage without the present display of force to stop them. It was held that there was a capture and loss of the goods by arrests and restraints; the reason given that the captains and owners, as British subjects, came under the law against trading with the enemy automatically the moment war broke out, and this law was to them of such force as to operate at once as a compelling restraint, excluding any voluntary choice or act of volition or election as a supervening cause. Such is the law in this special case. But it is clear that it is somewhat anomalous, as compared with the other authorities which have insisted on a present and material force as necessary to constitute the fact of an arrest or restraint as the insured event, and have not recognised moral decisions, however prudent and right, as being causes for this purpose.

I have not intended to exhaust all possible or reported cases of war risks, but I hope I have sufficiently illustrated what is meant by this category in insurance law.

The New Laws.

The Public Health (Smoke Abatement) Act, 1926, and the Births and Deaths Registration Act, 1926, come definitely into force on 1st July. The Fertilisers and Feeding Stuffs Act, 1926, comes into force on such day, not earlier than 1st July, as the Minister of Agriculture and the Board of Agriculture for Scotland shall jointly appoint (s. 30 (2)). No such joint appointment appears yet to have been made. The Sale of Food (Weights and Measures) Act, 1926, comes into force on 1st July, except that, for particular articles of food other than tea, the Board of Trade may postpone its operation for not longer than six months (s. 15 (2)). The last Act has already been considered in this volume (*ante*, p. 321), so for the present purpose only the remaining three will be noticed.

Members of the profession who act as advisers to local authorities will certainly need to know the provisions of the Smoke Abatement Act, which is also sooner or later likely to require the attention of those who have manufacturers as clients. Briefly, it strengthens and extends the sections in the Public Health Act, 1875, and the Public Health (London) Act, 1891 (ss. 91-2 and 23-4 respectively), which relate to the nuisance caused by black smoke from factories and furnaces. It has been expressly held that the exemptions in these Acts (*e.g.*, s. 334 of the Act of 1875) do not absolve manufacturers from their common law liability either in respect of a private or public nuisance, see *A.-G.* v. *Logan*, 1891, 2 Q.B. 100, and also that such exemptions may be locally over-ridden by provisional orders made under the same Acts, as in *Bessemer and Co., Ltd.* v. *Gould*, 1912, 107 L.T. 298.

The procedure, however, of obtaining relief in respect of a public nuisance, otherwise than by statute, is costly and somewhat clumsy, and an injunction for private nuisance against the emission of smoke from a factory chimney could hardly be obtained in a big manufacturing town. If we are to attain a higher standard of cleanliness in our air, therefore, it must be brought about by statute, and in the present state of public opinion, the former Acts are insufficient, even if properly administered.

In fact, however, in many districts they have either been insufficiently administered by the local authorities, or practically ignored. And in others certain manufacturers have found it cheaper to pay even an occasional maximum penalty than to mend their ways.

The new Act deals drastically with such folk by a sharp increase of maximum penalties, in one case £50 being substituted for five. It also provides (s. 7) that, if in the opinion of a county council a particular local authority has failed to carry out its duties under the Act of 1875 in respect of smoke abatement, such county council may, by order of the Minister of Health after inquiry, take over the duties.

The prohibition of the nuisance of black smoke is extended by the Act to any kind of smoke, including soot, ash, grit, and gritty particles, with an exemption, in continuance of the present law, where the best practicable means to prevent the nuisance are taken but, from the nature of the process used, cannot be wholly successful.

Section 2 marks an important innovation, in enabling all local authorities to make bye-laws as to the emission of smoke from factories. Clearly this indicates that any town may adopt a higher standard than that of the Act, and it seems even possible that a health resort might forbid factory smoke altogether, though presumably the Minister of Health would not sanction any bye-law inflicting injury to existing businesses, and so would insist on a saving clause. He has also power to require a local authority to make bye-laws under the section, though whether he can thus impose his own standard on a corporation may be a different matter. In the application of the section to London, the Port Sanitary Authority, the London County Council, and the Common Council are the authorities within their respective districts, having the power, which they should and no doubt will use, of co-operation under s. 6.

The exemption of the chimneys of private dwelling-houses from the scope of the old Acts is continued in the present one, and since about four-fifths of the cloud of smoke over an ordinary town is estimated to come from private chimneys, no sudden and great improvement in urban air can be expected. Nevertheless, it may be hoped that it will be at least perceptible. Having regard also to the increased use of the system of central heating for flats, with the establishment of service flats with a common kitchen, and to such decisions as *Queen Anne Residential Mansion & Hotel Co.* v. *Mayor of Westminster*, 1901, 46 Sol. J., 70, and *Weavings* v. *Kirk & Randall*, 1904, 1 K.B. 213, laying down that such flats and clubs are not private dwelling-houses within the old Act, the improvement should be progressive. Section 38 of the new Act gives power to a local authority to make bye-laws as to the construction of apparatus for central heating or cooking in such buildings.

Section 10 gives power to local authorities to spend or subscribe money towards research into problems relating to atmospheric pollution, and the abatement of smoke nuisance, subject to rules prescribing restrictions or conditions to be made by the Minister of Health. If such research results in

the discovery of a grate which will preserve the amenities of the domestic fire while making it consume its own smoke, the money will be well spent.

Section 4 may be noticed, giving the Minister of Health power to make local orders widening the scope of the Alkali etc., Works Regulation Act, 1906; and s. 9, exempting sea-going ships from the provisions of the Act altogether. This was inserted because the Board of Trade feared "reprisals" in foreign ports if foreign vessels were subject to new regulations in our own, but if New York is not afraid to forbid "coaling-up" with black smoke, it seems a pity that London, Liverpool, and the comparatively cleanly town of Southampton, must continue to tolerate it. However, minor criticisms notwithstanding, the Act may be considered a useful price of reform, and at least a step in the right direction.

A similar observation will apply to the Births and Deaths Registration Act, 1926. This not a drastic measure, and it will remain possible for a doctor to give a certificate of death in respect of a patient whom he has last seen alive, perhaps months before the application for the certificate; but at least he will have to use a "prescribed form" for the purpose, and it is understood that by this means he will be made to say whether he has seen the body since death, and, if not, how long has elapsed since he last saw his patient alive. Under ss. 1 and 2, burial may not take place until either the local registrar has certified the registration of death, or the relative in charge makes a written declaration in a prescribed form that such certificate has been issued. The registrar has to give his certificate "forthwith," so he has no power to delay it, or therefore to delay the burial; but he can communicate with the coroner if he has suspicions, and the latter has ample powers.

Section 6 is expected to improve the value of the Registrar-General's death statistics by the provision that the doctor's certificate is to be delivered direct to the registrar, and not to the relatives, the latter being merely notified of such delivery. The point of this is that the doctor can state the cause of death frankly without directly hurting the feelings of the surviving relatives, and thus the record of deaths from syphilis, alcoholism and drug-taking may tend to nearer approximation to the actual truth.

Section 5 forbids the burial of still-born children in a burial ground without a special certificate, and s. 7 provides for a new register of still-births.

Such risks as there may be of premature burial should be slightly decreased by the necessary delay of registration. The Select Committees on Death Certification in 1893 and 1909 did not find there was much evidence of this dreadful contingency, but, perhaps, it may be observed that, short of exhumation, none would be possible. And even exhumation might not reveal the fact. The cremation rules, of course, provide ample safeguards against either the cremation of a living body or of a murderer's victim without discovery of the facts, but these involve expense, and so cannot be adopted for every death.

The Fertilizers and Feeding Stuffs Act supersedes one passed in 1906, and directly concerns farmers and their merchants only. The cardinal virtue of the new statute is to let farmers know exactly what they are buying, and for this purpose there are full schedules of definitions. Indeed, now that the "custom of the trade" is no longer to be allowed to require a purchaser of "barley meal" to be fobbed off with half barley-meal and half cheaper ingredient (the Act defines "barley-meal" as "the meal obtained by grinding commercially pure barley as grown"), the comment may be made that it is more than time that human food and drugs were similarly regulated, and such cases as *Boots* v. *Cowling*, 1903, 67 J.P. 195, and *Smith* v. *Wisden*, 1901, 66 J.P. 150, allowing lowered commercial standards to prevail over those of the pharmacopœia and the English language, swept away by statutory definition.

Merchant Shipping Act, 1894: Load-line Submerged.

THE recent decision of the Divisional Court in *Radcliffes* v. *Buckwell*, 43 T.L.R., 514, has aroused much adverse comment in the nautical world, and there would appear to be some foundation for the criticism. The point of the case may be stated very briefly. The master of the steamship "Olavus" loaded his ship down to her marks at a Finnish port. The cargo consisted of timber, and after leaving port a part of that carried on deck was so saturated with rain and salt water in consequence of heavy weather, that when the vessel eventually arrived at Hull, after first calling at Kiel, she was found to be deep to the extent of 8¼ inches, after allowing for the specific gravity of the dock water. This extra 8¼ inches represented an additional load of 134 tons.

At the hearing before the Hull stipendary magistrate, of an information preferred against the master by an officer of the Board of Trade, the master was fined £50, and £5 5s. costs, or sixty days' imprisonment, for "allowing the ship to be so loaded as to submerge in salt water the centre of the disc indicating the load-line," but the magistrate stated a case for the opinion of the Divisional Court. The material section of the Merchant Shipping Act, 1894, s. 442, enacts: "If any owner or master of a British ship fails without reasonable cause to cause his ship to be marked as by this Part of this Act required, or to keep her so marked; or allows the ship to be so loaded as to submerge in salt water the centre of the disc indicating the load-line . . . he shall for each offence be liable to a fine not exceeding one hundred pounds . . ."

The Divisional Court upheld the decision of the magistrate. During counsel's argument, the Lord Chief Justice asked whether the master was not bound to exercise reasonable foresight and allow for bad weather, and allow a margin of safety in the exercise of a reasonable and scientific imagination. Such a supposition seems to be beside the question, and if given any practical consideration whatever would render it essential that masters of vessels should be accurate weather prophets on pain of penalty, a state of affairs clearly impossible. The contention by counsel for the appellant that the words of the Act were limited to the moment of completion of loading, over which the master had control, was not accepted by the court who held that the words "allows the ship to be so loaded" might equally refer to the condition of the loaded ship at any time after she has left port, as to the process of loading. The former interpretation, of course, involved the finding of the ship in an overloaded condition on arrival at Hull due to the original loading, but it seems as if an unnecessary and unintended meaning has been given to the words beyond that which they ordinarily bear.

The view taken by those who go down to the sea in ships is that, when loading, they are concerned only with keeping within the load-line limits; whatever may occur afterwards affecting the stability of the vessel at sea cannot be reasonably anticipated. Is the master to be fined for overloading if timber carried in the holds becomes saturated through a leak caused by the ship pounding in heavy weather? Some stress is laid upon the fact that in this case the master knew that his ship was deep when he arrived at Kiel, and he could then, to assure her safety, have discharged part of his cargo. Although meriting consideration in this particular case, this point does not affect the fundamental principle. Assume, for example, that after leaving her port of loading she immediately ran into very heavy weather which continued right up to the time she entered Hull, not having called at an intermediate port. In that case the vessel would undoubtedly be below her marks, and the master would probably realise this at sea, but the heavy weather would have prevented him, except at the risk of injury or loss of life to the crew, from jettisoning part of a cargo of heavy standards. On arrival at Hull, however, he would still, in view of the decision in this

case, be liable to be proceeded against under s. 442 of the Act. It is indeed difficult to appreciate that the Act was intended to be so widely construed.

The wording of s. 436 of the Act, which imposes a penalty for failing to record the vessel's freeboard and draught "upon her leaving any dock, wharf, port or harbour for the purpose of proceeding to sea," surely indicates by the use of the words "leaving" and "proceeding to sea" that the Act only contemplates the loaded condition of a vessel at the moment prior to sailing from port. The wider intention of the Act, as indicated by the construction placed on it by the decision in this case, could easily have been attained, if intended, by the use of more specific language. The decision is of vital importance to shipmasters, and, as already stated, has been adversely commented upon in nautical circles: Unfortunately, the general feeling of dissatisfaction is accentuated by the fact that by s. 30 of the Judicature Act, 1925, no appeal lies from the decision of a Divisional Court in such a case.

The Question of the Scheldt and the Dutch-Belgian Treaty.

(*Continued from p.* 511.)

Whatever course the future negotiations between the two countries may take, it is believed that they will be based in substance, if not in form, on the tendencies embodied in the provisions of the rejected Treaty. It is therefore necessary to inquire what are its provisions, and in what respects the legal position established by them differs from that created in 1839. In the first instance, according to the new Treaty the Scheldt shall be for ever open for navigation to ships of all nations with the exception of warships. This means that, apart from the last-mentioned exception, the river remains free both in time of peace and in time of war for all traffic, whereas the war-time traffic is now subject to restrictions resulting from the neutrality of Holland. More important, however, is a further provision of the same article according to which ships entering the Scheldt shall not be subject either to the payment of dues (apart from pilotage) or to visit or delay on the part of the authorities of either contracting party. The only departure from this rule relates, in practice, to ships coming from or destined for a Dutch port, and with regard to which the Dutch local authorities may enforce their regulations in respect of customs, police, sanitation, emigration and immigration, and exportation and importation of goods. It appears thus that in respect of freedom of navigation the Treaty went far towards a total elimination of restrictions. No less far-reaching are the provisions concerning the preservation and the maintenance of the bed of the river. For the Treaty of 1839 established in this respect a kind of double régime. It imposed upon the two Governments the obligation to preserve, each for its own part of the river, the navigable channels of the Scheldt and of its mouths, and to maintain therein the necessary beacons and buoys. On the other hand, the same Treaty provided that the navigation of the Scheldt and the conservation of its channels shall be subject to joint supervision. But the decisions of the Mixed Commission established in virtue of this article have only persuasive force, and the Commission is without remedy in case the Dutch authorities think it proper to delay or to veto the execution of its decisions. Also, the Belgians complained that Holland was too apt to interpret the provision in question in a restrictive manner. The Treaty of 1839 referred to the *conservation* of the river, a term which the Dutch were said to interpret as liberating them from *developing* the channels so as to meet the requirements of a growing traffic and larger tonnage. The new Treaty is—or rather was—intended to remove these obstacles. It enunciates in a general form the principle that the Scheldt shall at any time correspond, from the point of view of navigability, to standards set by the progress of naval construction and the requirements of commerce. It is this general principle which dominates the whole convention. A new Mixed Commission is created with wide competencies and endowed with full powers of initiative. It is further provided that the regulations of the municipal authorities must not run counter to the decisions of the Commission. These decisions are in matters of urgent necessity self-executing, although as a rule they require confirmation by both Governments. The crucial point, the point which removes Holland's power of veto and contains a guarantee of an unhampered development of navigation on the river, lies in the introduction of the principle of arbitration. In case of no agreement having been reached by the Commission or, subsequently, by the two Governments, the final decision is entrusted to an arbitral board composed of five members—two nationals of each contracting party and a neutral chairman nominated by the four national members, or, in case of disagreement, by the Kings of Denmark or Spain.

Now that the Treaty of 1925 has been rejected, its opponents declare that Holland is willing to negotiate a new convention on a basis of strict reciprocity and in an atmosphere free from those elements which underlay to a large extent the negotiations of 1919 and 1920. The Belgian Government, naturally disappointed in its expectations, is inclined to invoke the intervention of the two principal signatories of the Treaty of 1839, namely, of Great Britain and France—(in the Treaty of Versailles Germany consented to recognise the new arrangements to be made by the Allied Powers in respect of the Treaty of 1839)—and it appears that should no direct agreement prove possible, and should, as a result, the future development of the Scheldt be seriously put in question, these two Powers, and especially this country, would have a paramount interest in assisting to bring about a solution demanded by the necessities of free commercial intercourse. They may, in a variety of ways, bring political pressure to bear upon Holland should she persistently obstruct a reasonable settlement. However, the question with which we are here concerned is, how far does international law warrant such intervention in this particular case? The legal argument in support of this course of action may be advanced on two distinct lines: One is that, as a result of the abrogation, in the Treaty of Versailles, of the neutrality of Belgium, that country, having lost the security given to it by the Treaty of 1839, is entitled to such strategical and economic compensation as will correspond to the new situation thus created. This argument Holland refuses to admit. The Versailles Treaty, it is said, is for Holland *res inter alios acta*, and its provisions cannot *per se* affect the legal situation so far as Holland is concerned. This objection rests admittedly on strong grounds. The rule *pacta tertiis nec nocent nec prosunt* is a well-established rule of international law, and it has recently been explicitly affirmed by the Permanent Court of International Justice in numerous judgments and advisory opinions. So also Switzerland refused to be bound, without her express consent, by certain provisions of the Treaty of Versailles (Art. 435) which she regarded as a curtailment of her rights. Moreover, it is not believed that, at least so far as this country is concerned, an attempt to influence Holland would be based on reasons to which Belgium attaches importance from a military point of view. While this country has always been in favour of Belgium being freed from undue impediments to her commerce, it has no interest in Antwerp or the banks of the Scheldt developing into points of strategic importance. In 1814 it was Great Britain who insisted that Antwerp should be regarded as a commercial port, and as a commercial port only. And in the Commission for Belgian Affairs instituted in 1919 by the Peace Conference the objections put forward on behalf of the British Admiralty are reported to have cut short the Belgian demands for such territorial changes on the left bank of the Scheldt as had purely strategical objects in view. It

is now recognised by Belgian statesmen that, so far as the passage of armed forces through Dutch territory or waters is concerned, it will be both necessary and sufficient to rely upon Holland's obligations under the Covenant of the League of Nations.

The second, and legally far more cogent, line of argument is based on the fact that the separate Treaty regulating both the question of the Scheldt and that of Belgium's relations with Holland forms an integral part of the general Act of 1839. The formal implications of this legal position are clearly recognised by Holland. Thus, after the Treaty of 1925 had been signed, the Dutch Minister in London addressed to the Foreign Secretary of Great Britain a note inquiring whether, in view of a new agreement having been reached between the two countries directly concerned, His Majesty's Government would be prepared to consider as abrogated the Treaty of 1839. But the consequences of the fact that the Treaty of 1839 was a collective one are of a more material character. Its signatories have a legal right to see not only that effect should be given to its provisions, both in letter and in spirit, but also that they should, if necessary, be periodically revised so as to make them conform to the changed conditions of commerce and navigation. The Treaty of 1839 was not an executed one; it was in many respects an executory convention providing for continuous co-operation between Belgium and Holland. A convention of this kind, if left unrevised for a period of nearly 100 years, may easily become an instrument, not for carrying into effect the original intention of the parties, but for obstructing its realisation. If the so-called *clausula rebus sic stantibus* were a rule of positive international law, the interested parties would, in certain cases, be justified in unilaterally abrogating the convention. But the *clausula* is not a rule of international law, and our own country in particular has vigorously denounced its application on several occasions. Nevertheless, it is generally recognised that the interested party has at least the right to approach the other with a view to modifying the provisions of an obsolete treaty. International law may not be developed enough to supply an automatic remedy in such cases, but it certainly does not countenance the stereotyping of situations which have become incompatible with present conditions. Article 19 of the Covenant may be mentioned as an illustration. Moreover, the tendency in modern international law is to remove, by way of general conventions, such hindrances to commerce and navigation as have their source in purely geographical conditions. The Barcelona Convention on Navigable Waters (1921) and the Geneva Convention on Maritime Ports (1923) both furnish instructive instances of this tendency. Accordingly, Holland would find it difficult to maintain an attitude with regard to which she could make herself liable to the charge of taking undue advantage of her geographical position. It seems, therefore, that the onus of proof rests upon her. For the fact with which public opinion is confronted in the first instance is that the development of the only maritime outlet of an industrial country may become jeopardised in consequence of the rigid attitude of its commercial rival who has herself several ports at her disposal. The circumstance that the Dutch critics of the new Treaty object now to the arbitration clauses which, in case of disagreement, take the matter out of the hands of Dutch local authorities, would seem to indicate that the feeling of apprehension voiced by Belgium is not altogether groundless. It is possible that the interests of the owners of the lands liable to be reclaimed from the sea by means of embankments may be affected by the powers granted to the Commission to alter the course of the channels and to cut dykes, but if it be so then it should be left to impartial arbitrators to decide how far interests of an essentially local and limited scope should be allowed to govern the question of access to a great and prosperous port.

The entire controversy is obviously of such a character that, if not settled by direct negotiation between the parties or by mediation of Great Britain and France, it should be submitted to a decision of an arbitral tribunal. The questions raised in the controversy are *primâ facie* of a legal nature. But it may be doubted whether the rules of international law in the matter of the sovereignty over the Wielingen or of the adjustment of the Scheldt regulations to new conditions are so clear as to enable an international judge to solve these intricate problems on a purely legal basis. The course which historical analogies seem to suggest is that the arbitrators should give a strictly legal decision, at any rate as far as the law goes, and, beyond that, recommend a practical and equitable solution. This procedure was adopted in 1892 in the Treaty providing for the Behring Sea arbitration between this country and the United States. A similar course was adopted in 1909, when it was agreed to submit to arbitration the dispute concerning the North Atlantic Fisheries.

A Conveyancer's Diary.

Re Forsey & Hollebone's Contract, **71 Sol. J. 492.**

A note may be made of a recent case which raises a point of some interest and of very considerable practical importance, namely *Re Forsey and Hollebone's Contract*, 71 Sol. J. 492. The question there raised on summons, taken out under L.P.A., 1925, s. 49 and O. LV r. 14A, was whether or not a good title had been shown to property in the following circumstances. By a contract dated 10th December, 1926, the vendor agreed to sell property in Eastbourne to the purchaser for an estate in fee simple absolute *free from incumbrances*. The property was expressed, however, to be sold "subject to the restrictive and other covenants contained or referred to" in a conveyance dated 28th September, 1925. The purchaser, having on 30th December, 1926, applied for an official local land charge certificate, obtained such a certificate, which showed that the property was subject to a resolution under the Town Planning Act, 1925, passed by the county borough of Eastbourne and dated 26th October, 1925. At the date of the contract neither the vendor nor the purchaser were aware of the existence of this resolution, a land charge in respect of which had been registered in January, 1926.

The crux of the whole matter was whether or not the registered resolution constituted "an incumbrance." It was provided by s. 15 (7) of the L.C.A., 1925, that any resolution passed by a local authority to prepare or adopt a town planning scheme should be deemed to be a restrictive covenant, and should if passed after 1925 be registrable as a local land charge. Had the matter stood thus there would have been no doubt as to the position. A resolution when registered would have been deemed to be a restrictive covenant and a restrictive covenant would be an incumbrance free from which the property had been contracted to be sold.

A new sub-section has, however, been substituted by L.P. (Amend.) A., 1926, Sched., for sub-s. (7), *supra*. This new sub-section only enacts that the resolution is registrable as if it were a local land charge without stating that it is to be deemed to be a restrictive covenant. Hence, to ascertain whether or not such a resolution constitutes an incumbrance, its nature and effect as laid down in the Town Planning Act, 1925, had to be considered. In general a resolution to prepare or adopt a town planning scheme binds the land comprised within such resolution; for any building erected after the passing of such resolution which contravenes the scheme when made may be ordered to be pulled down without compensation: Town Planning Act, 1925, s. 10 (2). It would seem therefore that the resolution might generally have been treated as an incumbrance. In *Re Forsey & Hollebone*, however, the local authority had not gone further than the resolution. It had not prepared any scheme. When it did prepare a scheme that would have to be submitted to

the Minister of Health, who might refuse to approve it or only approve it with certain modifications. As Mr. Justice Eve observed: "It was only if it were ultimately approved and became a statutory scheme that the results would follow which the purchaser contended would be destructive or partially destructive of the amenities of the property." The learned judge concluded therefore, that, as matters stood, there was only a potential interference with the enjoyment of the property, and that no incumbrance was imposed by the resolution.

It followed that the vendor had shown a good title.

As Eve, J., pointed out, the same result is arrived at in another way. The registration of any instrument or matter under the provisions of the L.C.A., 1925, in any register kept at the land registry *or elsewhere* is deemed to constitute actual notice of such instrument or matter to all persons and for all purposes connected with the land affected as from the date of registration "or other prescribed date": L.P.A., 1925, s. 198 (1). When the purchaser entered into the contract he had notice of the resolution, hence contracted to take subject to it. The trouble is that the rules of court under the Act do not at present prescribe a date. It is suggested that the rule, when made, should provide that, as respects an intending purchaser, the date should be immediately before completion. If this were done the difficulty alluded to in our correspondence columns would, it is conceived, be overcome.

Landlord and Tenant Notebook.

Limitation of Principle in Case of Inspection of Premises.

There is one probable limitation to the above principle, but there does not appear to be any direct authority thereon. The limitation is this: Where on a letting of furnished premises the prospective tenant, or his agent duly authorised in that behalf, has made a personal inspection of the premises, the tenant will not be able to complain subsequently of any defects which were, or presumably ought to have been, apparent to him as a result of such inspection.

Thus in *Sutton* v. *Temple*, *ib.*, at p. 61, Lord Abinger, C.B., is reported as having said: "Where the party has had an opportunity of personally inspecting"—by which is apparently meant "has in fact personally inspected"—"a ready-furnished house by himself or his agent before entering on the occupation of it, perhaps the objection (i.e., that the premises were not fit for habitation) would not arise."

This, however, it is submitted, would in no case apply to latent defects which were not reasonably apparent to a person making an inspection of the premises.

A similar question was raised in the case of *Watson* v. *Markham*, *Times*, 17th June, 1927, where the tenant purported to avoid the lease on the ground that the premises were in a filthy condition. In that case the premises had been inspected by the wife of the tenant, and the observations of Mr. Justice Talbot as to the effect of such inspection should be carefully noted. The learned judge said that "the law implied that on the letting of a furnished house it should be reasonably fit for habitation at the beginning of the tenancy. In all or nearly all the decided cases the defect alleged was a defect not obvious to the inspection of an ordinary person. He was not saying that in point of law the condition was confined to those things, but he thought that the case would be very exceptional for a breach of the condition to be successfully alleged, in respect of things which could be seen where the tenant had inspected the house. In the present case there was no suggestion of any hidden defect. What was alleged was dust and dirt visible to anyone who made a careful inspection."

Mr. Justice Talbot, who held that there had not been any breach of the implied condition of fitness for habitation, did not, however, base his decision on the above ground that the premises had been previously inspected, and that the alleged defects were such as would have been apparent to any person making such inspection, but he found as a fact that the premises were fit for habitation.

No Implied Condition that Premises will Continue Fit for Habitation.

In conclusion, it should be noted that the implied condition in furnished lettings that the premises are fit for habitation merely amounts to a condition that the premises are so fit *at the commencement of the term*, and there is no implied condition or warranty that the premises will continue so fit during the remainder of the term. Thus in *Maclean* v. *Currie*, 1 Cab. & Ellis, 361, it was held that a tenant was not justified in determining a tenancy of a furnished house, because during the term a portion of the plastering of the ceilings (which were cracked and fractured at the commencement of the tenancy) fell in one room, and the plastering of the ceilings in other rooms was unsound and liable to fall.

Correspondence.

Say it with Song.

Sir,—Someone has suggested that the statutes ought to be simplified and put into rhyme. This no doubt is an excellent notion, but why not go further and popularise them by setting them to music as well? Some obvious hints may be made in this behalf for lawyers who are also poets to choose the appropriate tunes. Thus the Public Health (Smoke Abatement) Act, 1926, which comes into force on 1st July, and leaves the domestic hearth unaffected, clearly indicates "Keep the home fires burning." Then, again, the Settled Land Act, 1926, would go to the "Land of Our Fathers" (some conveyancer who has settled a draft containing uses since 1925 might be condemned to the work). The Territorial Waters (Jurisdiction) Act, 1878, would be set to "Rule Britannia." And a poet of sensibility should adapt the Sex Disqualification (Removal) Act, 1919, to "Sigh no more, Ladies."

London, E.C. SUBSCRIBER.

Anglo-Canadian Lands (1912) Limited.

2 Bond Court,
Walbrook, E.C.4,
17th June, 1927.

RAJ.

Sir,—Referring to our interview with your representative yesterday, we confirm the protest which we then made to your requirement that we should pay the extra postage of 1d. on each of the fifty-four notices which we left with you for the purpose of your sending out remittances under £5.

In the ordinary course we send out all notices with ½d. stamp, and this, we submit, is all that we can be called upon to pay when we leave the notices with you for amounts under £5. We were informed that such notices would not be sent out unless we paid the full postage of 1½d. on each notice, the reason stated being that you had no funds out of which to pay for such notices. This, however, seems difficult to understand, seeing that—after you receive the requests for payment of sums over £5—cheques are sent out to the various payees, and we presume postage on the envelopes is paid, or the letters are franked, and there seems no adequate reason why letters containing cheques under £5 should not be dealt with in the same manner.

We can find no rule or regulation throwing the cost of the extra postage on the person whose duty it is to send out the notices, nor obliging him to supply envelopes. Neither Ord. 55, r. 57, nor Pay Office Rules and Practice 48 (c) would

seem to create this obligation, and the cost of the postage is not allowed on taxation.

We shall be obliged by your referring us to your authority for making your requirement. As a matter of principle, we submit the extra postage of 1d. on each of the fifty-four notices we left with you should be refunded to us.

We are, Sir, Yours obediently,

The Accountant-General, Supreme Courts of Justice, Strand, W.C.2. LINKLATERS & PAINES.

No. C.D.4431.

Supreme Court Pay Office, Royal Courts of Justice, London, W.C.2, 21st June, 1927.

Anglo-Canadian Lands (1912) Limited.

Gentlemen,—In reply to your letter of the 17th instant, the practice by which cheques of £5 and under are sent out with the solicitors notices in stamped envelopes supplied by them has been in operation for many years and so far as I am aware the particular point to which you draw attention has not been raised before.

I have, however, now mentioned it to the Chief Taxing Master and we agree in thinking that solicitors need not be required to supply any stamps in these cases.

I am, Gentlemen, Your obedient Servant,

Messrs. Linklaters & Paines, 2, Bond Court, Walbrook, E.C.4. J. A. LONGLEY.

[We are much indebted to our correspondents for so kindly giving us an opportunity of publishing the above.—ED., *Sol. J.*]

L.P. Act, 1925, s. 198.

Sir,—With reference to the case of *In re Forsey and Hollebone's Contract*, reported in your current issue, does the remark at the end of the judgment mean that intending purchasers must make a search for land charges before entering into a contract? If no search is made it seems to follow from the judgment that the purchaser will take subject to anything (e.g., a puisne mortgage) registered under the Land Charges Act, 1925, and that s. 43 of the Law of Property Act, 1925, was unnecessary.

London, E.C.4. 18th June. F.R.B.

[We have dealt with this matter at length in "A Conveyancer's Diary" p. 537 *supra*.—ED., *Sol. J.*]

"Arrestment on the Dependence."

Sir,—In your article on "Arrestment on the Dependence," at page 508, we notice that you have omitted any reference to the old practice of "Attachment" in the Mayor's Court, London, which was abolished some years ago.

Under this practice it was a frequent occurrence for a plaintiff when issuing process to issue at the same time an attachment arresting any property of the defendant within the jurisdiction of the court to await the result of the action.

LEADER, PLUNKETT & LEADER.

London, E.C.1, 29th June.

The attention of the Legal Profession is called to the fact that the PHŒNIX ASSURANCE COMPANY Ltd., Phœnix House, King William Street, London, E.C.4 (transacting ALL CLASSES OF INSURANCE BUSINESS), invites proposals for Fidelity Guarantee and Court Bonds, Loans on Reversions and Life Interests. Branch Offices at Byron House, 7, St. James's Street, S.W.1; 187, Fleet Street, E.C.4; 20-22, Lincoln's Inn Fields, W.C.2; and throughout the country.

Reviews.

Workmen's Compensation and Insurance Reports. 1927. Part 2. Stevens & Sons, Ltd.; Sweet & Maxwell, Ltd., London. W. Green & Son, Ltd., Edinburgh. Annual Subscription, 30s., post free.

This Part contains cases in the House of Lords, the Court of Appeal (England), the Court of Session (Scotland) and the Court of Appeal (Ireland) germane to (i) Workmen's Compensation, (ii) Employers' Liability, (iii) Insurance (all branches except marine), and (iv) National Insurance. There is a Table of Cases and a useful Index in the form of a Digest.

W.P.H.

Books Received.

The Publications of the Selden Society, vol. XLIII, for the year 1927. *The Liber Pauperum of Vicarius.* F. DE ZULUETA, D.C.L., of Lincoln's Inn, Regius Professor of Civil Law in the University of Oxford, Fellow of All Souls College, formerly Fellow and Tutor of New College, Oxford. Crown 4to. pp. clxv and 309. Quaritch, 11, Grafton Street. London, W.

The Incorporated Society of Auctioneers and Landed Property Agents. Syllabus of Preliminary, Associateship and Fellowship (or Final) Examinations, List of Tutors and Lecturers, Text-books Recommended, etc. 1927-8. 26, Finsbury Square, E.C.2.

The Irish Law Times and Solicitors' Journal, with Law Reports and the Public General Statutes. Vol. LXI. No. 3151. 18th June, 1927. 1s. net.

The Bombay Law Journal. Vol. V. No. 1. June, 1927. G. M. PANDYA. The Maneck Printing Press, Nivas Tribhuvan Road, Bombay 4. Rs.1–8–0.

The Juridical Review. Vol. XXXIX. No. 2. June, 1927. W. Green & Son, Ltd., Edinburgh. 5s. net.

Criminal Appeal Cases. Vol. 20. pp. 29 to 52. Part 2. 21st February to 9th May, 1927. Sweet & Maxwell, Ltd. 7s. 6d. net.

The Australian Law Journal. Vol. I. No. 1. 5th May, 1927. The Law Book Co. of Australasia, Ltd., Sydney, Melbourne and Brisbane; Sweet & Maxwell, Ltd., Chancery Lane, London.

The Minnesota Law Review, Journal of the State Bar Association. Vol. 11. No. 7. June, 1927. The Faculty and Students of the Law School of the University of Minnesota, Minneapolis, Minn. 60 cents.

Stock Exchanges (London and Provincial) Ten Year Record of Prices and Dividends (Showing relative prices where par values have been altered). Compiled by FREDC. C. MATHIESON & SONS. 1917 to 1926, inclusive. Nineteenth Issue. Super Royal 8vo. 536 pp. London: C. Mathieson and Sons, 16, Copthall Avenue, E.C.2. 20s. net.

The Conduct of Medical Practice. The Editor of "The Lancet" and Expert Collaborators. Demy 8vo. pp. xv and 332 (with Index). 1927. "The Lancet," 1, Bedford Street, W.C. 10s. 6d. net.

Chronological Table and Index of the Statutes covering the Legislation to December 31st, 1926. 42nd Edition. Vol. i Chronological Table of all the Statutes, Vol. ii Index to the Statutes in Force. Medium 8vo. pp. iv and 1764. H. M. Stationery Office. £3 16s. net.

Early Holborn and the Legal Quarter of London. A Topographical Survey of the Beginnings of the District known as Holborn and of the Inns of Court and of Chancery. E. WILLIAMS, F.R.G.S. Vol. I. pp. xvi and 955, and vol. II, pp. viii and 956 to 1912, with Index. Sweet and Maxwell, Ltd. £5 5s. net.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers are invited and will be answered by some of the most eminent authorities of the day. All questions should be addressed to—The Assistant Editor, "The Solicitors' Journal," 94-97, Fetter Lane, E.C.4, be typewritten on one side of paper only, and be in triplicate. Each copy to contain the name and address of the subscriber. To meet the convenience of Subscribers, in matters requiring urgent attention, answers will be forwarded by post if a stamped addressed envelope is enclosed.

S.L.A., 1925, s. 30 (3)—Sole Personal Representative—Desire to Retire and Appoint Others—Procedure.

845. *Q.* A died in 1910, having by his will devised a freehold house to B, his widow, with remainder to his daughter. A appointed B sole executor, but did not name any trustee. B is desirous of appointing C and D trustees of the settlement and of not being herself a trustee. By s. 30, sub-s. (3) of the S.L.A., 1925, this would appear not to be possible, as: "Where there is a sole personal representative it shall be obligatory on him to appoint an additional trustee to act with him for the purposes of this Act." Should B appoint C to be a trustee jointly with her and then by separate deed retire from the trust, when D can be appointed, or should she retire and appoint C and D by the same instrument?

A. The obvious reason for the provision as to an additional trustee in s. 30 (3) is to preclude the possibility of one individual only being trustee for the purposes of the Act. Accordingly the opinion is here given that the relevant provision would be construed as meaning "to appoint an additional trustee to act with him for the purposes of this Act if he himself continues to act," and would not preclude him from retiring and appointing two new trustees under the T.A., 1925, ss. 64 (1) and 36 (1).

Undivided Shares—Death of one Owner before 1926—Title.

846. *Q.* A, B and C in 1904 purchased a plot of leasehold land held for the term of 999 years from 1866, which was assigned to them as to one undivided moiety to A, as to one undivided fourth part to B, and as to the remaining one undivided fourth part to C. C died sometime prior to 1925. It is desired to underlease a portion of the plot of land now unbuilt upon for building purposes to D, for the residue of the said term of 999 years except the last ten days, at an annual ground rent to be arrived at on a basis according to the area. It is suggested that the transaction may be carried out by A and B, who are interested in more than one half of the land, after appointing themselves as trustees for sale. This would appear to be correct, but is it quite clear that the trustees when constituted can grant an underlease for building purposes. It is quite understood that a grant of administration to the estate of C will have to be taken out before the trustees can pay any moneys due to C.

A. If a grant of administration to C's estate has not been taken, it had not been administered on 1st January, 1926, and, as assumed above, the L.P.A., 1925, 1st Sch., Pt. IV, para. 1 (4) then applied. Concurrence may thus be expressed with the suggestion as to the course to be pursued. Their powers to grant the underlease will arise under s. 28 (1), and the S.L.A., 1925, s. 41 (i).

Settled Land—Death of Tenant for Life—Power of Sole Special Representative to Sell and Give Receipt.

847. *Q.* A being seised of a small freehold property valued at £200, died in 1920 intestate, leaving a husband, B, and several children, of whom C was the eldest son and heir at law, In 1920 after estate duty had been paid by and letters of administration of A's estate had been granted to B, B (as tenant for life by the curtesy) and C (as heir at law subject to B's life interest) executed a settlement under which the freehold property in question was conveyed by them unto D and E (trustees) and their heirs upon trust to stand seised of the property to the use of B during his life, and after his death upon trust to sell the same and to hold the net proceeds of sale upon trust to divide the same equally between ten children and grandchildren. There being no immediate binding trust for sale, the legal estate vested in B on 1st January, 1926, under para. 6 (*c*) of the 1st Sched. to the L.P.A., 1925. B died in 1927, having (in 1920) made a will whereby he appointed C and F (a daughter) to be general executors thereof, but appointed no special executors as regards the settled property, which is not referred to in the will. E (one of the settlement trustees) *has been and has remained out of the United Kingdom for more than twelve months* (see T.A., 1925, s. 36), and D (the other trustee) has, as special executor, applied for a grant of probate of the will of B limited to the settled land under s. 22 of the A.E.A., 1925—power being reserved to E (the other special executor) to come in and prove (it was considered that the general executors could not prove B's will as they were not the trustees of the settled land *at the time of B's death* and B had no other property). In view of the fact that D and E are the trustees of the settlement until a new trustee is (if necessary) appointed in place of E and in view of s. 14 of the T.A., 1925, can D *alone* when probate has been granted to him, as *sole special* representative of B (for the purposes of administration, e.g., paying B's funeral expenses—for B had no other estate), sell and make a good title to the property in question, or, is it necessary for D to go to the expense of appointing a new trustee (G) of the settlement in place of E, so that D and G can join in the conveyance and give a receipt to the purchasers.

(Sections 182 (*a*), 110 (3) (1), and 117 (1) (xviii) of the S.L.A., 1925, and the "Conveyancer's Diary," in The Solicitors' Journal, vol. 71, pp. 243 and 262, hardly seem to cover the case of a *sole special* personal representative).

A. Whether the above should be regarded as a compound settlement under the S.L.A., 1925, s. 30 (3), and the settlement made by B and C, or as a simple settlement under the latter alone, s. 30 (1) (iv) appears to make the trustees of the deed trustees for the purposes of the Act. In any case the persons who receive the grant as special representatives are, *ipso facto*, entitled to exercise all powers as such under the doctrine of *Hewson* v. *Shelley*, 1914, 2 Ch. 13. The question therefore remains whether one special personal representative can sell and give receipt. Now, the T.A., 1925, s. 14 (2), does not forbid a sole executor from being able to give a valid receipt. The L.P.A., 1925, s. 27 (2) (as re-drafted by the L.P.(Am.)A., 1926, Sched), expressly saves the rights of a sole personal representative to give receipt. The S.L.A., 1925, s. 110 (3) (i) quoted above requires a purchaser to assume that a personal representative requires the purchase money for the purposes of administration, in which case he would certainly sell *quâ* personal representative and not *quâ* trustee (as it might be arguable would be the case under for example, the L.P.A., 1925, 1st Sched., Pt. IV, para. 2). On the whole therefore the opinion is here given that a judge would decide the above question affirmatively, but, until there is authority, purchasers will probably make objection, and it may be that, in the long run, the appointment of a second trustee of the settlement will be the preferable course, if delay and persistence in requisition are to be avoided.

Open Space with Rights of Access and User.

848. *Q.* The property in question in this matter is a country cottage, and it appears from the title that the dwelling-house

is vested in the vendors as joint tenants, as stated in the habendum, although the deed states they paid the money in equal shares. This, however, we think does not affect the title. The trouble is that adjoining the dwelling-house there is a plot of land in which the vendors have an undivided fourth part, the other three parts being, we presume, vested in adjoining owners, who have joint rights over the road. The same undivided shares exist in a privy and ashes place with similar cross rights. The title in the road and privy, which was held in undivided shares, will apparently vest in the four parties interested, or maybe in the Public Trustee. We do not see how we can go to the expense of getting all the parties to convey as trustees, or yet to appoint new trustees in the place of the Public Trustee, to convey. Can you suggest a more convenient method ?

A. The plot of land in question appears to be one of those covered by the provisions of the L.P.A., 1925, 1st Sched., Pt. V, para. 2, and so to be vested in the Public Trustee upon the statutory trusts, which he cannot exercise without the leave of the court. The paragraph preserves legal easements over the plot in favour of "persons who would have been tenants in common," which no doubt would be construed to include their assigns, owners for the time being of the dominant plots, though perhaps this might have been more happily expressed. The dominant plot will be conveyed with the benefit of such easements, and no difficulty should arise.

Undivided Shares—Death of One Tenant in Common —Other his Executor—Purchase by Latter.

849. *Q.* In this case a cottage was vested in two persons in equal shares as tenants in common in equal shares. One of them died, appointing the other and another party as executors. The surviving tenant in common wishes to purchase from the executors of the deceased (that is himself and the other) the half share of the deceased tenant in common. Will you please say who are the proper parties to convey ?

A. The surviving tenant in common cannot purchase his co-tenant's share from himself and a co-executor without leave of a court, see *re Norrington*, 1879, 13 C.D. 654, at p. 662. He can, however purchase the equitable rights of the beneficiaries from them if they are *sui juris*, and, when he is sole trustee and sole beneficiary, he will be entitled to dispose of the land in accordance with the answer to *Q.* 244, p. 541, Vol. 70.

Settled Land—Death of Tenant for Life—Title.

850. *Q.* In this case a testator, who died many years ago, devised to his widow the life interest in four cottages which, on her death, passed to separate persons absolutely. No assent was ever made to the widow, who has now died. At the present moment there is only one trustee in existence, who desires to sell the whole of the properties, or assent to the respective devises. We presume it will be necessary to appoint a new trustee if there is a sale, but that there is no objection to the surviving trustee alone assenting to its devise, although there may be further complication, as our instructions are that one of the parties entitled in reversion to a cottage, sold that reversion and the trustee cannot very well assent in this case. We should like to have your comments.

A. Assuming the widow died since 1st January, 1926, nothing can be done until her special representatives take a grant of probate or letters of administration (according as she died testate or intestate, see A.E.A., 1925, s. 22 (1) and J.A., 1925 s. 162), in respect of the settled land. Her special representatives will be the trustees for the purposes of the S.L.A., 1925, found under s. 30 (1) or, in default, s. 30 (3). If the one trustee is trustee for the purposes of the Act (which is not made clear) the opinion has been previously given (see answer to *Q.* 848, *sup.*) that he can sell as special representative after he has taken the grant. For his own safety, however (for normally an executor should not sell if he can administer without doing so) he should obtain the written direction of the beneficiaries to justify his course.

Copyholds—Mineral and Manorial Rights.

851. *Q.* Does your reply (2) to q. 752, *ante*, involve the registration with the steward of all assurances of land covered by extinguishment agreements, executed after 31st December, 1925 (with lord's minerals reserved) until the minerals shall have been acquired by the landlowner ?

A. No. The ownership of minerals under copyhold land was certainly a manorial right, but not one of those set forth in the L.P.A., 1922, s. 128 (2) and therefore remaining unextinguished under s. 129, (1) see 12th Sched, paras (5) and (7). In the ordinary case the minerals were and are no part of the copyhold or enfranchised land, and its owner has no more right to acquire them than any other person.

Executor of Executor—A.E.A., 1925, s. 7 (1).

852. *Q.* T appoints A and B executors. A proves and dies having appointed X executor. B, after the death of A, proves and dies appointing Y executor. Has the A.E.A., 1925, s. 7 (1), enacted that Y is not the executor of T ?

A. The point raised is ingenious, but the meaning of the sub-section is clear, and a judge should have no difficulty in holding that the words "cease to apply" had fully functioned in causing the second proving executor to displace the executor of the first. Accordingly the opinion is here given that the sub-section in the circumstances above enacts that Y becomes A's executor on B's death.

Undivided Shares—Held by Trustees on 1st January, 1926—Title.

853. *Q.* A testator, who died in 1912, bequeathed his residuary estate to his trustees, upon trust (subject to the provisions respecting his business of a dyer and finisher) for sale and conversion, and directed that on his youngest son attaining twenty-one his trustees should stand possessed of his residuary trust estate upon trust as to one-fourth part for his wife and as to the remaining three fourth parts in trust for such of his two sons and his daughter as should attain twenty-one in equal shares. Testator directed his trustees to carry on his business until his youngest son attained twenty-one on the happening of which event the trustees were directed to offer the business to his two sons at a price mentioned in the will. All the three children have attained twenty-one. In June, 1918, the executors assented to the bequest to each of his two sons of one-fourth of testator's residuary estate, and they thereupon became entitled to one half share in the business. By an agreement dated 28th June, 1918, the trustees agreed to sell and the testator's two sons agreed to purchase the remaining half share of the business, but no assignment or conveyance of such half share has yet been executed, and the greater part of the purchase-money is still unpaid by arrangement with the trustees in accordance with the terms of the will. The two sons at once entered into possession and have since carried on the business. Part of the assets of the business consists of certain leasehold premises. The two sons have agreed to sell the said leasehold premises. On the 1st January, 1926, the two sons were beneficially entitled to one half share of the leasehold premises and had entered into an agreement to purchase the other half share. Can the two sons, with the concurrence of the trustees of the will, convey the property to the new purchaser ? The widow's fourth share of the residuary estate and the daughter's half share in the proceeds of sale are settled upon them for their lives. If the two sons cannot sell as suggested, what course should be adopted and who should be made parties to the assignment ?

A. On the assent of the executors to the bequest of the two fourths of testator's residuary estate, the opinion is here expressed that the legal estate in the realty and leaseholds comprised in these undivided shares vested in the sons. That being so, the case was not on 1st January, 1926, covered by the L.P.A., 1925, 1st Sched., Pt. IV, para. 1 (1), and therefore fell under para. 1 (4). On this footing the sons, by virtue of

their half share and their interest under their estate contract in the other half share may divest the Public Trustee by para. 1 (4) (iii) (as verbally amended by the L.P. (Amend.) A., 1926) and so give title as trustees for sale. Out of the proceeds they must, of course, discharge their debt to the trustees, but that will not concern the purchaser.

Court of Appeal.

In re **Musgrove, deceased; Davis** *v.* **Mayhew.**

No. 1. 2nd June.

WILL—PROBATE—DISCOVERY OF WILL TWENTY YEARS AFTER DEATH—PROOF OF DUE EXECUTION—PRESUMPTION IN FAVOUR OF VALIDITY.

Where a will was discovered twenty years after the death of the testatrix it was held that upon proof of due execution and attestation it was admissible to probate; such proof raised a presumption of validity, which could only be rebutted by direct evidence. The mere fact that the executrix named in the will had known of the death of the testatrix and had not chosen to put the will forward was not sufficient to invalidate what was on the face of it a good will.

Appeal from a decision of Hill, J.

In September, 1890, Miss Lavinia Musgrove executed her will, by which she left all her property to Agnes Maria Dunmall, the ten-year-old daughter of her cousin, Emma Dunmall, the latter being named executrix and having the will in her custody. The testatrix died in 1905, but although Emma Dunmall was proved to have known of her death, at any rate by the year 1908, she never put the will forward. No other will of Lavinia Musgrove being forthcoming, letters of administration to the estate, which amounted to between £6,000 and £7,000, were granted to Miss Musgrove's brother Alfred. Emma Dunmall died in 1924; her daughter, Agnes Maria, who had married William Davis, died in 1925. William Davis found the will in an old desk which had belonged to Emma Dunmall and claimed probate. The signatures of the testatrix and of the attesting witnesses were proved to the satisfaction of the court. The defendant, Miss Lily Mayhew, was the sole legatee of Alfred Musgrove. Hill, J., pronounced against the will on the grounds that the testatrix had entirely forgotten that she ever had executed it and it did not represent her testamentary wishes at the time of her death. He thought that it was a very suspicious circumstance that Emma Dunmall, though she knew of the death of the testatrix in 1908, did not propound the will. The plaintiff appealed.

The court allowed the appeal.

Lord HANWORTH, M.R., said that no suspicion attached to the will itself or its terms, and if it had been produced immediately on Lavinia Musgrove's death in 1905 no exception could have been taken to it. The suspicion referred to by the judge was suspicion as to the conduct of Emma Dunmall and her forbearance to put the will forward. But if there was once a good will it could not be disposed of except in one of the authorised ways of revocation (Wills Act, 1837, ss. 18, 19, 20). If it was once a will and, as such, was handed over to the custody of the executrix—and no more effective act could be taken by a testatrix in support of it—it remained the will of the testatrix, and no mere conduct of the executrix would stop its effect. Forgetfulness might explain her inaction, but to import more into that inaction appeared to be acting upon a presumption arising from conjecture only. It was necessary to consider the authorities which had been cited to the court and the rules which had been laid down. It was clear that the onus of proving a will lay on the party propounding it and that he must satisfy the court that the instrument so propounded was the last will of a free and capable testator who knew and approved of the instrument as his testament and intended it to be such (per Baron Parke in *Barry* v. *Butlin*, 1838, 2 Moo. P.C., 484). In *Burgoyne* v. *Showler*, 1844, 1 Robertson, 5, Dr. Lushington said, at p. 10: "Upon what principle ought the court to consider a case of this description where the will upon the face of it appears to be duly executed—where there is an attestation clause, though not quite in strict form? I apprehend in the first place the presumption is *omnia rite esse acta*. If the party is put on proof of a will, he must examine the attesting witnesses. On the present occasion there are two subscribed witnesses; if these persons were dead, the law would presume the will to be duly executed; if they were forgetful of all the facts, the presumption of law would be the same." In that case the judge pronounced for the will in spite of the evidence of the attesting witnesses. The presumption carried the will to probate, although there were alterations and obliterations in the body of it. In *Lloyd* v. *Roberts*, 1858, 12 Moo., P.C., 158, the same course was followed. In *Vinnicombe* v. *Butler*, 1864, 13 W.R. 392; 3 Sw. and Tr., 581, the presumption was held to prevail in a case where there was an incomplete attestation clause and three out of the four attesting witnesses remembered nothing about the matter. In that case Sir James Wilde said that the presumption applied with more or less force according to the circumstances of each case. In *Guardhouse* v. *Blackburn*, 14 W.R. 463; L.R. 1, P. & D., 109, Sir James Wilde declared certain propositions as rules which ought to govern the action of the court in respect of a duly executed paper. The first two were applicable to the present case: "The court must be satisfied that the testator knew and approved the contents at the time that he signed it. Secondly, that, except in certain cases where suspicion attaches to the document, the fact of the testator's execution is sufficient proof that he knew and approved the contents." There was a suggestion here of a suspicion that there must have been some condition subsequent under which a valid testamentary document ceased to be effective. The onus of proof of that lay on the opponent of the grant of probate; for, once the will had been proved to have been duly executed, the burden of proving that it was revoked lay on those who set up its revocation. In the absence of evidence proving it, revocation would not be presumed. That was laid down by Lord Penzance in *Benson* v. *Benson*, 19 W.R. 190; L.R. 2, P. & D. 174. The facts of the present case presented sufficient internal evidence of knowledge and approval of the will when executed. The suspicion arose at a later date, when the will had begun to run its course as an effective instrument. In his (his lordship's) judgment, the maxim operated in favour of the will, after the proof given of its execution and attestation, to establish that the testatrix knew and approved of its contents. The appeal must be allowed and judgments given pronouncing for the will and revoking the grant of administration *de bonis non*.

Lord Justice SARGANT and Lord Justice LAWRENCE delivered judgment to the same effect.

COUNSEL: *Bayford*, K.C., and *R. Wavell-Paxton*, for appellant; *Cotes Preedy*, K.C., and *Noel Middleton*, for respondent.

SOLICITORS: *Scott, Bell & Co.*; *E. F. Hunt*, for *Farrington and Winterton*, Brighton.

[Reported by G. T. WHITFIELD-HAYES, Esq., Barrister-at-Law.]

High Court—Chancery Division.

In re **Nightingale, deceased: Hargreaves** *v.* **Shuttleworth.**

Eve, J. 23rd June.

EVIDENCE—PRESUMPTION—SURVIVORSHIP—HUSBAND AND WIFE—BOTH KILLED IN SAME ACCIDENT.

There is no presumption of law as to survivorship among persons whose death is occasioned by one and the same cause. The question is one of fact, and if the evidence does not establish the survivorship the law will treat it as a matter incapable of being determined.

Wing *v.* Angrave, 8 H.L.C. 183, *applied and followed.*

This was a summons taken out by the personal representative of the Rev. William Nightingale to determine whether the devise and bequest which he made to his wife took effect in the events which had happened, or whether the gift over in the event of his wife predeceasing him took effect, or whether he died intestate. It appeared from the plaintiff's affidavit that Mr. Nightingale, by his will dated 16th August, 1923, devised and bequeathed all his property, after payment of his debts, to his wife, with a gift over in the event of his wife predeceasing him. The testator was killed in a motor accident at Fenny Stratford on 7th December, 1925, and his wife was killed in the same accident, but there was no evidence to prove which of the two died first. The facts of the accident were that about 8.30 p.m. on 7th December, 1925, a char-a-banc occupied by a number of persons, including the testator and his wife, and driven at an excessive speed crashed into the closed gates of a level crossing at the moment of the arrival of a train. It was contended on behalf of the Crown that it followed from *Wing* v. *Angrave*, 8 H.L.C. 183, that the court could not hold definitely one way or the other, and that there being no disposition of the property the Crown took.

EVE, J., said he did not think that there was any evidence from which he could judicially hold that either of these two unfortunate persons survived the other. He would have been inclined to conclude that the husband was killed by the first impact and that of the two he was the more exposed to the shock. The medical testimony seemed to show that he was struck violently before his body left the carriage and in such a way as to cause instantaneous death. No doubt the injuries to the wife were more severe, and it was contended that from their relative positions in the carriage the wife must have received the first brunt of the blow, but that was not quite consistent with the evidence. He had arrived at the conclusion that there was no evidence to show that either of these two persons survived the other. The result was that, having regard to the matters disclosed in the evidence, the husband died intestate and the property passed to the Crown.

COUNSEL: *John Bennett; Beebee, Morton, Stafford, Crossman.*

SOLICITORS: *Berry & Son*, Chorley; *Halligey & Co.*, for *A. F. Greenhalgh*, Bolton; *Gregory, Rowcliffe & Co.; the Treasury Solicitor.*

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

In the Matter of Mabel Inez Clayton a proposed Petitioner.

Lord Merrivale, P. 21st June.

LEGITIMATION PETITION — PROCEDURE — LEGITIMACY DECLARATION ACT, 1858, 21 & 22 Vict. c. 93—SUPREME COURT OF JUDICATURE (CONSOLIDATION) ACT, 1925, 15 & 16 Geo. 5, c. 49, ss. 188, 226—LEGITIMACY DECLARATION ACT, 1926, 16 & 17 Geo. 5, c. 60, s. 2 (1).

A petition for legitimation can only be presented by the party to be legitimated. Persons having a common interest must proceed by separate petitions, but leave may be obtained for them to be heard together with one set of affidavits and one body of evidence. Interested parties must be brought before the court. Notice of the proposed petition must be given to the Attorney-General one month before filing.

Summons adjourned into court.

This was an application for the directions of the court with regard to a proposed petition for a declaration of legitimacy under the Legitimacy Declaration Act, 1858, as amended by ss. 188 and 226 of the Judicature (Consolidation) Act, 1925, and under the Legitimacy Act, 1926, s. 1, which statute confers a right to legitimation upon subsequent marriage of the parents. The applicant was a widow and sought to present one petition on behalf of all her three children, two of whom were of age and the other a minor. There was no question of property involved. Counsel for the proposed petitioner said that a direction was sought as to the procedure, this being, as far as he knew, the first case to come before the court since the passing of the statute. In a case of this nature, where there were no claims to property, it was desirable, if possible, that one petition should be allowed. Difficulties of procedure arose as it was not certain whether the rules applicable to the Act of 1858, particularly as regards notice to the Attorney-General before filing petitions, were still operative. Section 2 (1) of the 1926 Act was as follows: "A person claiming that he or his parent or any remote ancestor became or has become a legitimated person may, whether domiciled in England or elsewhere and whether a natural-born British subject or not, present a petition under the Legitimacy Declaration Act, 1858, and that Act, subject to such necessary modifications as may be prescribed by rules of court, shall apply accordingly." Counsel pointed out that the draughtsman of that Act could not have observed that the whole of the 1858 Act, except for two and a half lines, had been repealed by s. 226 and re-enacted by s. 188 of the Judicature (Consolidation) Act, 1925.

Lord MERRIVALE, P., said that, until it had been authoritatively decided to the contrary, he should be ready to proceed on the footing that that was a manifest slip on the part of the draughtsman, and that s. 2 of the 1926 Act referred to s. 188 of the Judicature (Consolidation) Act, 1925, but the effect of the re-enactment was clear, the party to be legitimated must be the actual claimant.

Counsel submitted that the three children might join in one petition.

Lord MERRIVALE, P., said that each of the children was a competent suitor, the minor by a guardian *ad litem*, and if each presented a separate petition the proper procedure would be to hear them together with one set of affidavits and one body of evidence. As regarded the question of a comprehensive petition, on some future occasion an ingenious person might wish to complicate an application by advancing a plea on behalf of all the claimants which applied only to one or more of them and not to all of them. He gave leave to proceed in this case on one body of evidence and three petitions. Before filing the petitions notice should be given to the Attorney-General of the applications in the three cases and the court would direct the petitions to be filed within one month of the notice to the Attorney-General.

Counsel referred to the form of legitimation petition prescribed by the County Court (Legitimation) Rules, 1927, at the foot of which a note is to be appended, as follows:—"It is intended to serve this Petition on the Attorney-General . . ." providing that the petition itself should be served on the Attorney-General.

Lord MERRIVALE, P., said that everything was at large and that he had indicated an effectual mode of dealing with the matter in the High Court. The position of interested parties was a difficulty, that had to be dealt with. Care must be taken that everybody was before the court whose interests might be affected, including possibly the next-of-kin of the putative father.

COUNSEL: For the applicant, *H. Durley Grazebrook.*

SOLICITORS: *T. W. Hall & Sons.*

[Reported by J. F. COMPTON MILLER, Esq., Barrister-at-Law.]

ADMINISTRATION OF SMALL ESTATES.

During the hearing of a case recently, Mr. Justice Clauson said that the time was ripe for legislation providing for some economic mode of dealing with small estates where disputes arose between the parties and thus preventing the interests of children in those estates being wasted in costs. All the judges of the Chancery Division spent a great deal of anxious time doing everything they could to prevent waste. Fortunately, they were usually seconded by counsel and solicitors, but in ninety-nine cases out of a hundred where their efforts were frustrated they were frustrated by the lay client.

The Law Society.

We take the following from the Annual Report of the Council to be presented to the general meeting of the members to be held at The Law Society's Hall, Chancery Lane, on Friday, the 8th inst.

Membership of the Society.

The Society has now 10,053 members, of whom 4,158 practise in town and 5,895 in the country. The number of members who joined the Society during the past year is 349 as compared with 496 in the previous year. After allowing for deaths, resignations, and exclusions, the number of members shows an increase for the year of thirty. A tendency of the younger practitioners to join the Society soon after admission has been specially apparent and is welcomed by the Council. The present membership is once again the highest in the Society's history.

Finances of the Society.

The income and expenditure accounts show a favourable balance in each section. The income on the Society's account from all sources was £41,993 7s. 4d., as against £41,281 12s. 9d. for 1925, and expenditure amounted to £40,119 16s. 7d., as against £41,256 10s. 7d. in 1925.

The Law Society's Liability for Income Tax.

In the last annual report it was stated that following upon the decision of the House of Lords in the *Brighton College Case*, a communication had been received from the inspector of taxes outlining a probable demand for income tax on the surplus of the Society's examination fund. It was stated also that the Council had declined to admit the claim. During the past year the Society was assessed upon the balance of the examination and legal education account taken together. The Council lodged an appeal against this assessment. It was heard by the Special Commissioners on the 22nd February, 1927, who discharged the assessments. They held that the Law Society was not trading within the meaning of the assessments.

Solicitors' War Memorial Fund.

This fund was established by members of the Society, under the chairmanship of Mr. R. A. Pinsent, for the purpose of providing a permanent memorial of those solicitors and articled clerks who sacrificed their lives in the War.

The object of the fund, in addition to a visible memorial in the Society's Hall, was to provide financial assistance to those of the profession and their dependants who had suffered by the war. During the past year the trustees have made grants for this purpose amounting to the sum of £2,312 10s. (making with previous grants a total of £33,162 15s. 5d.); with the result, as the trustees believe, that many persons have been assisted to meet grave financial difficulties, caused by their self-sacrifice or that of those upon whom they were dependent.

Future Provincial Meeting Arrangements.

An invitation has been received from the Eastbourne Law Society that the meeting in 1928 shall be held in Eastbourne in that year. This invitation will be submitted to the Society in general meeting, and the Council in the meantime have accepted it provisionally, as they are sure it will be welcomed by members.

Gift of Stained Glass Armorial Bearings.

The stained glass formerly in Serjeants' Inn Hall, references to the presentation of which appeared in the last annual report, has now been placed in the windows on the staircases and in the Common Room. It continues to be the subject of general admiration.

Hall and Library.

Seven hundred and sixty-nine volumes were added to the library last year, and the total number of books is now about 63,000.

Record and Statistical Department.

During the year ending 15th November, 1926, 5,165 London and 9,987 country practising certificates were issued, as compared with 5,161 and 9,971 respectively in the previous year.

Certificates of death of 314 solicitors have been received from registrars of deaths during the year, compared with 293 during the previous year.

Examination Committee.

The number of successful candidates in 1926-27, as compared with the number of 1925-26, is as follows:—Preliminary 145, as against 143; intermediate (law) 538, as against 496; accounts and book-keeping 623, as against 527; final 439, as against 442; honours 99, as against 87.

The number of articles of clerkship registered in 1916 (war period) was 110, and in the year 1926, 707.

Colonial Examinations.

Since the issue of the annual report for the year 1926, two final and two intermediate examinations have been held, under the auspices of the Society, in the Colony of Jamacia, two intermediate and one final examination in the Colony of Trinidad; one intermediate examination in the Colony of Barbados, and one final examination (in London) for the Colony of British Guiana.

Colonial Solicitors Act, 1900.

During the year an application has been considered from the Federated Malay States for an order under the Colonial Solicitors Act, 1900.

The Council after considering the qualifications prescribed for legal practitioners in the federation expressed to the Colonial Secretary, who had invited their observations, the opinion that such qualifications were insufficient of themselves to justify admission in England. They recommended that a reply be made to the Colonial Secretary that in the opinion of the Council, if any order is made in favour of the Federated Malay States, it should comprise the usual conditions, and should be limited to those who have served under articles of clerkship for five years with a practising advocate and solicitor in the Federation and have passed the Law Society's trust accounts and book-keeping and final examinations.

University Matriculation.

It has been suggested to the Council that they should endeavour to make arrangements with the various Universities that the preliminary examination of the Law Society should be accepted as entitling articled clerks to become members of their bodies. This is not the first occasion on which such a suggestion has been made. The Council have pointed out that as only very few Universities allow even fully qualified solicitors to become members without matriculation it would be useless to suggest the admission of those who have passed only the preliminary examination.

Legal Education.

The number of solicitor students at the various approved schools (excluding the Universities of Oxford, Cambridge, and London, and the Society's School of Law) was, in the Autumn Term 1926, 594 as compared with 489 and 395 in the corresponding terms in 1925 and 1924 respectively. At the Society's School there were 325 students, an increase of sixty-four over the corresponding term of the previous year. These figures indicate that there are now three-sevenths of the total number of articled clerks in the country studying law at the approved law schools.

Grants amounting in all to £9,250, an increase of £150 over the previous session, have been voted from the educational funds of the Society for the session 1927-28 to the approved schools (other than the Universities mentioned above).

Applications from the North Staffordshire and District and the Northampton Law Societies for the establishment of classes at Stoke-on-Trent and Northampton respectively were considered, but in neither case did the number of articled clerks in the district justify, in the opinion of the Council, the provision of teaching centres other than those provided by the Universities or University Colleges adjacent to those towns. A scheme for recognised classes at Brighton to cover the area of the Sussex Law Society, the third largest in the country, came into operation in October. The number of students attending these classes during the session has justified the experiment of holding classes in the exceptional circumstances of the case in a centre other than a University or University College. The Joint Board of Legal Education for Wales was dissolved in the past year with the concurrence of the Council. The law schools in Wales are now administered by advisory committees of the University Colleges, each with a representation both of the Law Society and local members of the profession.

Twenty-six petitions for exemption from attendance at a law school on geographical or other grounds have been under the consideration of the Legal Education Committee since the last annual report. In no case was total exemption granted, but in the case of ten of the petitions the applicant was excused actual attendance, subject to the completion of a course of correspondence tuition at the Society's Law School.

In January the third annual conference of law schools was held in the Society's Hall, by invitation of the Council. A lengthy discussion on the scope of the intermediate examination took place. As a result a recommendation was made to the Council. Two resolutions relating respectively to *aegrotat* degrees and the definition of satisfactory attendance at a law school were also submitted for the consideration of the Council.

The Master of the Rolls, in July 1926, made regulations under s. 3 of the Solicitors Act, 1922, whereby Birmingham University was included in the law schools at which a year's

full time course in law prior to articles can be taken by students in order to qualify for four years' service under articles and at the same time complete the statutory attendance. The regulations are now in force in the Universities of Birmingham, Leeds, Liverpool, Manchester, and Sheffield, as well as at the Society's Law School.

In July last four studentships of £40 annual value were awarded, tenable at the Society's Law School (two) and the Universities of Birmingham and Liverpool. Three similar studentships are offered for award in July 1927.

The Legal Education Committee have lost the services of a valued member in Mr. G. H. Charlesworth, who died last year. Mr. J. B. Parkinson, a former member of the committee for many years, did in February.

The Society's School of Law.

Mr. E. C. S. Wade, M.A., LL.M., who had been Vice-Principal for the past two years, succeeded Dr. Leslie Burgin as Principal and Director of Legal Studies in August last. Dr. Burgin has, however, been able to continue, as Senior Reader, to lecture at the School. The following gentlemen joined the Teaching Staff in the past year as Assistant Tutors: Mr. H. E. Salt, M.A., LL.B., Fellow and Law Lecturer of Trinity College, Cambridge; Mr. R. Moelwyn Hughes, B.A., LL.B., and Mr. M. R. Emanuel, M.A., B.C.L.; these gentlemen are all members of the Bar. Mr. E. F. W. Besly and Mr. T. J. Sophian left the staff at Christmas, the former on appointment as Legal Adviser to the High Commissioner and Government of Egypt.

The number of students during the session 1926-27 was 464, as against 391 in 1925-26, 297 in 1924-25, and 226 in 1923-24. Students reading for the Law Degree of London University at the same time as for the professional examinations showed a marked increase.

Inns of Court Officers' Training Corps.

The Lieut.-Colonel Commanding this Corps asked the Council to make an annual donation in its support. In view of the large number of solicitors and articled clerks who are members of the Corps and of the great advantage training is to them, the Council have decided that until further notice they will make an annual grant to the Corps of 50 guineas.

Barristers and Solicitors.

In the last Annual Report reference was made to a promise by the Bar Council that with the object of facilitating transfer from one branch of the profession to the other, they would submit to the various Inns of Court the desirability of providing that the necessity for a solicitor passing one of the preliminary examinations or obtaining special exemption from the Benchers should be abolished. Also that the period of notice to be given by a solicitor seeking call to the Bar should be reduced from twelve months to six months but excluding from the computation of the six months the months of August and September. The Council have been informed that these suggestions have been submitted to the Benchers and are being considered.

Law of Property Legislation.

The Law of Property (Amendment) Bill, which was referred to in the last Annual Report, received the Royal assent on the 16th June, 1926. It removed the difficulty which had been experienced in dealing with property which had been conveyed to a purchaser with an indemnity against a jointure charged on the property sold. It got rid also of the difficulties which had arisen owing to the definition of "trust corporation" having been too restricted. It made provision also for rendering registration of land charges more effective, and for facilitating the registration of priority notices. The amending Act contained also in the Schedule a series of minor amendments, the necessity for which had been disclosed in practice.

During the past year several further suggestions have been made to the Council for amending the Law of Property Acts. The Associated Provincial Law Societies passed a resolution that registration and searches in London in respect of provincial transaction are an unnecessary burden. They pressed for the restoration of the doctrine of notice which had worked satisfactorily in the past and had enabled conveyancing transaction to be carried out with speed, simplicity and cheapness.

Several firms of London members sent to the Council a letter of petition urging that the law should be amended so as to exclude restrictive covenants from the scope of s. 10 of the Land Charges Act, so far at all events as regards small plots of building land adapted for single dwelling-houses.

More recently the Associated Provincial Law Societies passed a resolution that it is desirable to alter the recent Acts so that on the death of a tenant for life the settled land shall automatically, without Probate or Letters of Administration, become vested in the Trustees of the Settlement.

With regard to all these matters, representations have been made to the Lord Chancellor, who has been requested to appoint a Committee of Conveyancing Counsel, with at least two solicitors (one a provincial solicitor), to consider and report upon them.

The attention of the Lord Chancellor was directed also to a criticism which had been made by the Incorporated Law Society of Liverpool, suggesting that the provisions of s. 125 of the Law of Property Act, 1925, regarding the filing of Powers of Attorney under s. 219 of the Judicature (Consolidation) Act, 1925, and the rules made under it are inconsistent. The result of these provisions has been that while it is possible to file merely a copy of a power of attorney it appears necessary to file the original verifying notarial certificate. It was pointed out to the Lord Chancellor that with regard to powers of attorney from abroad the verifying certificate is frequently attached in such a manner to the power that it cannot be removed. In practice, therefore, as the original certificate had to be filed it became impossible to avoid filing the original power.

As a result of the representations made to the Lord Chancellor, a new rule has been framed under which it will be permissible in future in such circumstances as those indicated to file a certified or office copy not only of the power but also of the certificate.

Another point which has arisen is with regard to the course of action which solicitors should adopt when they are asked to give a certificate of title. The Council felt that the response to requests of this nature ought to remain a matter for the discretion of each solicitor concerned. They intimated their opinion that any general direction by them would be inadvisable.

The Council also have received during the year a communication from a member directing attention to alleged hardship caused by the procedure of modifying restrictive covenants laid down in s. 84 of the Law of Property Act, 1925. A copy of this communication has been forwarded to the Lord Chancellor.

The Sussex Law Society have expressed the view that cl. 23 of the General Conditions, 1925, and s. 47 (1) of the Law of Property Act, 1925, are inadequate for the purpose. Their view is that insurance companies should adopt a standard clause under which the insurer would agree to recognise the interest of the purchaser. The Council have communicated on the subject with the Fire Offices Committee, whose reply is that the undermentioned clause is in common use amongst Insurance Companies and is inserted in all policies in which it is considered desirable:—

> "If at the time of destruction or damage to any building hereby insured the Insured shall have contracted to sell his interest in such building and the purchase shall not have been but shall be thereafter completed, the purchaser on the completion of the purchase, if and so far as the property is not otherwise insured by or on behalf of the purchaser against such destruction or damage, shall be entitled to the benefit of this policy so far as it relates to such destruction or damage without prejudice to the rights and liabilities of the Insured or the (Company) under this Policy up to the date of completion."

The Council are urging that the clause should be included in all fire policies.

Local Land Charges Fees Order.

Many complaints have been received by the Council with regard to this Order, the general view amongst private practitioners being that the fees are too high. One criticism frequently repeated is that when several adjacent houses in a street are sold in one transaction the separate search fee now sometimes exacted in respect to each house operates harshly upon the purchaser. The Council have passed on to the Lord Chancellor and to the Ministry of Health the various criticisms which have been made. They are informed that the Fee Order is being revised, and have asked that they may have an opportunity of considering the draft of the new Order.

Provincial Law Societies.

The Council are glad to be able to place on record the establishment of the Suffolk and North Essex Law Society and the North Staffordshire and District Law Society. To each of these Societies the Council desire to express congratulations and good wishes.

(To be continued.)

[We much regret that it was quite impossible to get any portion of this Report in our last issue, which, like many other important matters, was quite unavoidably crowded out.—Ed., *Sol. J.*]

Legal Notes and News.

The Insurance World.

THE SUN LIFE INSURANCE COMPANY OF CANADA.

We have received the report and balance sheet of this progressive company for the year ending 31st December last and the rate of progress appears to be so remarkable that we do not think we can do better than quote the following from the editorial columns of "Canadian Insurance," which, we understand, is the leading life insurance paper of the Dominion of Canada:—

"The figures given on another page of the 1927 Annual statement of the Sun Life Insurance Company of Canada are so enormous that they convey little meaning to the average person. The real merit of the Sun Life of Canada is that it has been so successful all round that the returns to its policy-holders in the shape of dividends are far greater than the insurance world ever expected a few years back. For the seventh year in succession the policy-holders' dividends have been increased, and as the surplus earned in the year was £4,203,513, which must be about 25 per cent. of the annual premium income, it looks as if the dividends to policy-holders will be still further increased for a good many years yet. The surplus earnings are astonishing, for this particular year's earning means that the Company has made profits of more than the loading of the whole of the premiums and yet has paid all its expenses in addition. The extraordinary successful finances of the Company are incidentally shown by the interest yield this year. On assets of over £70,942,000, the Company earned the astonishing rate of 6.69 per cent., and when one considers the present-day low yield on bonds, the merit of the Sun Life of Canada's achievement on this enormous sum of first-class assets will begin to be understood."

THE MUNICIPAL MUTUAL INSURANCE CO., LTD.

This company has now successfully completed its twenty-first year. It will be within the recollection of many of our readers, particularly those connected with the municipal service, that the company had its origin in a series of important meetings of representatives of municipalities in London and the Provinces who were convinced that if local authorities combined for the purpose they could effect their own insurances with considerable saving to the ratepayers. The rise and progress of the company since its inception has been very remarkable. The business was, in the first instance, confined to fire insurances, but in recent years this has been extended and now includes direct insurance against burglary, third party (schools) "All Risks," plate-glass and property owners' liability, all of which business is conducted in the Miscellaneous Department. Still more recently a Workmen's Compensation Department and subsequently an engineering department was established. The fact that at the end of the year 1926 the balance to the credit of the profit and loss account amounted to £40,507 7s. 10d., against £33,880 19s. 9d. in the previous year, despite the low rates of premium in all departments, undoubtedly indicates that the scheme has been completely successful and is financially sound.

INTERNATIONAL CONGRESS OF ACTUARIES.

The eighth International Congress of Actuaries was held in London, from the 27th to the 30th ult., under the Hon. Presidency of the Prince of Wales.

This is the first congress to be held since the war, and delegates from all parts of the world attended. The discussions and papers dealt with the following subjects, among others: "Insurance of Under-Average Lives," "Risk Premium," "Method of Re-insurance," "Recent Developments in Industrial Insurance," "Group Insurance" and "Disability Benefits in Life Insurance Contracts."

These discussions took place in the Council Chamber of the Guildhall of the City of London, except in the case of one for which the Hall of the Institute of Actuaries was used.

The papers were circulated in several languages, and there were interpreters at all meetings, it being the aim of the Organising Committee that all members should have equal opportunities of profiting by their attendance at the congress. The delegates were extremely well catered for during their stay in England, and during their stay in London were entertained at an official banquet at the Guildhall.

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-à-brac a speciality.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4½%. Next London Stock Exchange Settlement, Thursday, 14th July, 1927.

	Middle Price 29th June	Interest Yield. £ s. d.	Yield with Redemption. £ s. d.
English Government Securities.			
Consols 4% 1957 or after	85 15/16	4 13 0	—
Consols 2½%	54¼	4 12 0	—
War Loan 5% 1929-47	100 15/16	4 19 0	4 19 0
War Loan 4½% 1925-45	95⅝	4 14 6	4 17 0
War Loan 4% (Tax free) 1929-42	100¾	3 19 6	3 19 6
Funding 4% Loan 1960-90	85 15/16	4 13 0	4 14 6
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	93	4 6 0	4 9 6
Conversion 4½% Loan 1940-44	95 15/16	4 13 6	4 16 6
Conversion 3½% Loan 1961	75 15/16	4 12 0	—
Local Loans 3% Stock 1921 or after	63½	4 14 6	—
Bank Stock	246½	4 18 0	—
India 4½% 1950-55	91½	4 18 6	5 2 0
India 3½%	69½	5 1 0	—
India 3%	59½	5 1 0	—
Sudan 4½% 1939-73	94	4 16 0	4 17 0
Sudan 4% 1974	84½	4 15 0	4 18 6
Transvaal Government 3% Guaranteed 1925-53 (Estimated life 19 years)	81	3 14 0	4 12 0
Colonial Securities.			
Canada 3% 1938	83¾	3 12 0	4 18 6
Cape of Good Hope 4% 1916-36	93	4 6 0	5 0 0
Cape of Good Hope 3½% 1929-49	80	4 8 6	5 0 6
Commonwealth of Australia 5% 1945-75	98	5 2 0	5 2 0
Gold Coast 4½% 1956	93¾	4 16 0	4 18 0
Jamaica 4½% 1941-71	92½	4 17 6	4 19 0
Natal 4% 1937	92¾	4 6 6	4 19 6
New South Wales 4½% 1935-45	90	5 0 0	5 9 0
New South Wales 5% 1945-65	97	5 3 0	5 4 6
New Zealand 4½% 1945	95½	4 14 6	4 18 6
New Zealand 5% 1946	100¾	4 19 6	5 0 0
Queensland 5% 1940-60	98¼	5 2 0	5 3 6
South Africa 5% 1945-75	100¾	4 19 6	4 19 6
S. Australia 5% 1945-75	97⅜	5 2 6	5 3 6
Tasmania 5% 1945-75	100½	4 19 6	5 1 0
Victoria 5% 1945-75	98½	5 1 6	5 3 0
W. Australia 5% 1945-75	99¼	5 1 0	5 3 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corpn.	62	4 17 0	—
Birmingham 5% 1946-56	103	4 17 6	4 18 0
Cardiff 5% 1945-65	101¾	4 18 6	4 19 0
Croydon 3% 1940-60	69	4 7 6	5 0 0
Hull 3½% 1925-55	78½	4 9 6	5 0 0
Liverpool 3½% on or after 1942 at option of Corpn.	72	4 17 0	—
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	52⅝	4 15 0	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	62½	4 16 0	—
Manchester 3% on or after 1941	63½	4 14 6	—
Metropolitan Water Board 3% 'A' 1963-2003	63	4 15 0	4 16 0
Metropolitan Water Board 3% 'B' 1934-2003	64¾	4 12 6	4 15 0
Middlesex C. C. 3½% 1927-47	82½	4 5 6	4 17 6
Newcastle 3½% irredeemable	71	4 19 0	—
Nottingham 3% irredeemable	61½	4 17 6	—
Stockton 5% 1946-66	101¾	4 18 6	4 19 6
Wolverhampton 5% 1946-56	102	4 18 0	4 18 6
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	80¾	4 19 0	—
Gt. Western Rly. 5% Rent Charge	99	5 1 0	—
Gt. Western Rly. 5% Preference	93½	5 7 0	—
L. North Eastern Rly. 4% Debenture	74⅜	5 7 6	—
L. North Eastern Rly. 4% Guaranteed	70¾	5 13 0	—
L. North Eastern Rly. 4% 1st Preference	64	6 4 6	—
L. Mid. & Scot. Rly. 4% Debenture	77½	5 3 0	—
L. Mid. & Scot. Rly. 4% Guaranteed	75½	5 6 0	—
L. Mid. & Scot. Rly. 4% Preference	70½	5 13 6	—
Southern Railway 4% Debenture	77½	5 3 0	—
Southern Railway 5% Guaranteed	97	5 3 0	—
Southern Railway 5% Preference	90½	5 10 6	—

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE.

Date.		Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Romer.
M'nd'y July	4	Mr. Jolly	Mr. Bloxam	Mr. Hicks Beach	Mr. Bloxam
Tuesday ..	5	More	Hicks Beach	Bloxam	Hicks Beach
Wednesday	6	Synge	Jolly	Hicks Beach	Bloxam
Thursday .	7	Ritchie	More	Bloxam	Hicks Beach
Friday	8	Bloxam	Synge	Hicks Beach	Bloxam
Saturday ..	9	Hicks Beach	Ritchie	Bloxam	Hicks Beach

Date.		Mr. Justice Astbury.	Mr. Justice Clauson.	Mr. Justice Russell.	Mr. Justice Tomlin.
M'nd'y July	4	Mr. Synge	Mr. Ritchie	Mr. More	Mr. Jolly
Tuesday ..	5	Ritchie	Synge	Jolly	More
Wednesday	6	Synge	Ritchie	More	Jolly
Thursday	7	Ritchie	Synge	Jolly	More
Friday	8	Synge	Ritchie	More	Jolly
Saturday ..	9	Ritchie	Synge	Jolly	More

HIGH COURT OF JUSTICE—CHANCERY DIVISION

TRINITY SITTINGS, 1927.

(*Continued from page* 496).

Before Mr. Justice ASTBURY.

Causes for Trial.

(With Witnesses).

Shearman v Southend Corpn
Erembert v Pollak
Levison v Hart
Sharpe & Dohme v Boot's Pure Drug Co ld (fixed for June 21)
Steele v Steele
Adria S A Di Navigaziome Mauttina v Administrator of Hungarian Property (s.o. for Attorney-Gen)
Trustee in Bankruptcy of G E Sebright v Sebright
Champagne Heidsieck Monopole Societe Annonyme v Blumenthals ld (fixed for July 4)
Hassan v Apps
Hinchcliffe v Hinchcliffe
Williams, Hollins & Co ld v Mark Cohen & Co
Trustee in Bankruptcy of B H Jacobsen v Sinclair Ross
Kenyon v Allied Artists Corpn ld
Barnard v Bart, Sharp & Co (not before June 21)
Achilli v Tovell
Mills v African Construction Corpn ld
Roake v Freeman
Trustee in Bankruptcy of W F Forsyth v Rands
Gaud ld v Gaud
Plumley v Hodges
Cowper v Barker
Hoskins v Birch
Howard v Depper
Rumball v B S Lyle ld
Debenham Parish Council v Bloomfield
Pollard v Johnson
Hart v Hart (restored)
May v Chamberlain
Barlow v Froome
Re Wheeler Miller v Wheeler
Dickson v Halesowen Steel Co ld

Before Mr. Justice RUSSELL.

Further Considerations.

Re Monk Pepperdine v Steer
Re Chambers Reilly v Chambers
Anderson v Graham
Steven v Anderson

Adjourned Summonses.

Re Northcliffe, dec Arnholz v Hudson
Re Northcliffe, dec Arnholz v Ellis
Re Mackenzie & Brasted's Lease Brasted v Mackenzie
Re Lindo Hood v Garnett
Re Duke of Westminster Settled Estate Duke of Westminster v McKenna
Re Walker Walker v Lacey
Re Griffith Griffith v Evans
Re Williams Parry v Powell
Re Wismann Westminster Bank ld v Wismann
Re Harrison & Wife & re Married Women's Property Act, 1882
Re Walker Wilson v Kemp
Re White Hyde v Public Trustee
Re Symes Symes v Symes
Levin v Levin
Re Taylor Taylor v Taylor (to be heard with fur con)
Weber v Barritt (to be heard with fur con)
Re Fullalove Fullalove v Fullalove
Re Lanyon Lanyon v Lanyon
Re Ball Trustees Corpn ld v Ball
Re Curzon St. Quinton v Hibbert
Re Purvis White v Thompson
Re Simpson Pounder v Calverley
Re Crawley Public Trustee v Baldwin
Re Chrimes Copley v Hanchard-Goodwin
Re Chrimes Walker v Hanchard-Goodwin
Re Whadcoat Whadcoat v Whadcoat
Re Clemence Clemence v Clemence
Re Same Same v Same
Re Watson McKinlay v Watson
Re Churley Fussell v Churley
Re Adair Adair v Adair
Re Adair Adair v Treherne
Re Adair Adair v Adair
Re Farmer Gauntlett v Farmer
Re Petre Settled Estates Re Settled Land Act, 1925
Re Fisher Public Trustee v Fisher
Re Chesshire Chesshire v Chesshire
Re Beaumont Grant v Beaumont
Re Welsford Carnely v Welsford
Re Ramsay Humbert v Edgell
Re Wall Wall v Wall
Re Shaw Heatley v De Winton (restored)
Re Shepherd Shepherd v Shepherd
British Thomson-Houston Co ld v Goodman (with witnesses)
Re Gundry Gundry v Gundry
Re Fry Child v Fuller

Before Mr. Justice ROMER.

Retained Adjourned Summons.

Re Land Transfer Acts Smith v Starkey (restored)

Causes for Trial.

(With Witnesses.)

Groedel v Administrator of Hungarian Property (pt hd) (s.o.)
Hattersley v Newman
Wardle v Rennoldson (not before Michaelmas)
Tecalemit ld v Ewarts ld
Same v Same
Re Patents & Designs Acts, 1907 and 1919 Re Registered Design No 703913 of Tecalemit ld
Re Letters Patent granted to Societe Anonyme des Etablissements Tecalemit 211881 Re Patents & Designs Acts, 1907 and 1919
Duke of Westminster v London County Council (pt hd) (s.o.)
Tecalemit ld v C C Wakefield & Co ld
The British United Shoe Machinery Co ld v Lambert, Howarth and Sons ld & ors
Gowen v Crisp
Sawyer v Park
Hood v Blake
M Dunn ld v Pearson
Free, Rodwell & Co ld v Horlock (not before July 1)
Wellingham v Horlock
The Poplar Cinema ld v Cleave
Hirst v Blair
Altrincham U D C v O'Brien
Bolton v Lawson
W H Milsted & Son ld v Hamp
Ranvaud v Cumberland
Redman v Shaw
Cropper v Cropper
Owen v Robbins (not before June 15)
Jenson & Nicholson ld v Postans and Morley Bros ld
Manley v Birch
J A Crabtree & Co ld v Kerson Manufacturing Co ld
Rice & Harper ld v Boyde
Re Trade Mark No 444248 of Wenatchee Rex Spray Co Re Trade Marks Acts, 1905 to 1919
Kochen v Benson
The Lancashire & Yorkshire Reversionary Interest Co ld v Jefferson
Williams v Williams
Re Sewell Jones v Baxter
Smith's Potato Crisps ld v Paige's Potato Crisps ld
Re Pickard Pickard v Gale
Woods v Woods
Colson v Strauss
The Co-Operative Timber Co ld v Cahal
Watkins v Singer
Re Barnett Barnett v Barnett
Sargent v Williams
Re Jaffe Jaffe v Jacobson
Nixon v H A P P Tanning Co ld
Re Griffiths Settlement Edwards v Griffiths
Winn V Bagley (not before June 27)
Arthur du Cros v The Dunlop Rubber Co ld (not before Michaelmas)
Alfred du Cros v Same (not before Michaelmas)
George du Cros v Same (not before Michaelmas)
The Dunlop Rubber Co ld v du Cros (not before Michaelmas)
Same v Same (not before Michaelmas)
Same v Same (not before Michaelmas)
Same v Same (not before Michaelmas)
Same v Ormrod (not before Michaelmas)
The Dunlop Rubber Cotton Mills v Same (not before Michaelmas)
George Webb & Son ld v Jackson
Re The Cos. (Consolidation) Act, 1908 Re W Kaufmann & Co ld
Guille v Scrases' Brewery ld
Manchester Corpn v Audenshaw U D C
Brooks v Pitter Gauge & Precision Tool Co ld
Norddeutsche Bank in Hamburg v The Nobel Dynamite Trust Co ld
Wilkinson v Wilkinson
Malvern U D C v Store
Patey v Hayden
Re Blackwell Blackwell v Blackwell
Parmigiani v Monico
Latham v North
Re Cardiff Cinema Theatre ld Re Companies (C) Act, 1908
King v Chester & Cole ld
Margot v Williams
Re F T Holloway, dec Stirling v Holloway (fixed for June 20)
Staplehorn v Holmes
Ramuz v Yearsden
Webb v Lewis
Butler v Simon
Noel v Hill
Meade-King v Ushers Wiltshire Brewery ld
Cash v Nash
Gregory v Wilcock (restored)
Cambridge University Press v University Tutorial Press ld
Wooliscroft v Stoke-on-Trent Corporation
Harris v Goide
Williams v Bashford
Simms v Simms
Errington & Martin ld v Sturgess
Livingston v Aergen Co ld Aergen Co ld v Livingston
Coutts & Co v Shaw
Reynolds v Faraday
Moss v Milligan
Pughe v Davies
Addis v Pollock
Re The Cos (C) Act, 1908 Re Lewis & Marks (Diamond Branch) ld
Brown v Ashworth
Fenwick v Huntingdon Rural District Council
Summerskill v Goodridge
Trivass v Trivass
Fripp v Barton

Before Mr. Justice TOMLIN.

(Retained Adjourned Summonses.)

Re Taylor Hulbert v Taylor (fixed for June 28)
Re Prime Thompson v Brown (fixed for June 28)
Re Achillopoulos Johnson v Mavromichali (s.o.)
Re Adams Brenton v Brenton (fixed for June 28)
Re Bevan Bevan v Bevan

(Assigned Adjourned Summonses.)

Re Beard & Scott's Patents & re Patents & Designs Acts, 1907 & 1919 (to fix a day)
Re Enfield Cycle Co ld & Robert Walker Smith's Patents and Re Patents & Designs Acts, 1907 & 1919 (to fix a day)

Causes for Trial.

(With Witnesses.)

J G Ingram & Sons ld v Ingraal (fixed for June 14)
Shaw's Gas Kiln Co ld v Fenm (fixed for June 17)

Merceron v Coleson & Co (fixed for June 22)
Stennett v Doyle
Barnes v Allen (fixed for July 5)
Re Oliver Theobald v Oliver
Tufton v Castle Nurseries
Wild v The Huddersfield Building Soc (s.o. to be mentioned)
National Glass Co ld v International Bottle Co ld (not before July 4)
Re Macdonald Moore v Lindsay (s.o. until after trial of issue)
Intertype ld Re Patents & Designs Acts, 1907 & 1919 (s.o. for Att-Gen)
Re Percival Percival v Marcus
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Re Lear Lear v Lear (not before June 20)
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Seeger v Boehme
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Before Mr. Justice CLAUSON.

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Re Box Blain v Box

APPEALS AND MOTIONS IN BANKRUPTCY.

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Motions in Bankruptcy for hearing before the Judge, pending June 3rd, 1927.

Re Douglas Expte H Holmes, the Trustee v R C Bartlett (s.o. generally)
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Re Van Kuylenberg Expte The Trustee for directions as to validity of proof (referred to Judge by Registrar)
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Re Groves Expte The Official Receiver, Trustee v E L Groves ld
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KING'S BENCH DIVISION.

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CROWN PAPER.

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The King v General Commrs of Income Tax
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The Lord Mayor &c of the City of Birmingham v The Mother General of the Convent of the Sisters of the Charity of St Paul and ors
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CIVIL PAPER.

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N V Handel Maatschappij Leo Peltenburg v Aronson
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English Information.

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Attorney-General and The London & North Eastern Ry Co & ors
Attorney-General and Vera Carlotta Belilios & ors

CASES STATED.

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The Devon Mutual Steamship Insce Assoc and F W Ogg (H.M. Inspector of Taxes) (pt hd)
F B Goddard (H.M. Inspector of Taxes) and A Ducat (pt hd)
T Haythornthwaite & Sons ld and T Kelly (H.M. Inspector of Taxes)
G W Selby Lowndes and The Commrs of Inland Revenue
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The Commrs of Inland Revenue and L H Bentall
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G J Scales (H.M. Inspector of Taxes) and George Thompson & Co ld
The Commrs of Inland Revenue and George Thompson & Co ld George Thompson & Co ld and The Commrs of Inland Revenue
E A Whitaker (H.M. Inspector of Taxes) and William Willett ld
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Harold George Butler (H.M. Inspector of Taxes) and the Mortgage Company of Egypt ld
J Bernard and F A Gahan (H.M. Inspector of Taxes)
J Bernard and Commrs of Inland Revenue
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Commrs of Inland Revenue and J Gliksten & Son ld
The South Metropolitan Gas Co. and J Dadd (H.M. Inspector of Taxes)
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PETITIONS UNDER THE FINANCE ACT, 1894.

In re Samuel Thornley, dec
In re William Francis Courthope, dec

SPECIAL CASE.

Attorney-General and Antofagasta (Chili) and Bolivia Ry Co ld

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